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Award Form

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

Each party agrees to sign this Award Form by electronic signature using Docusign and agrees that this method of signature is conclusive of their intention to be bound by this Contract as if each party signed by manuscript signature.

| 1. | Buyer | The Secretary of State for Business and Trade. (The Buyer) Its offices are on: Old Admiralty Building, Westminster, London SW1A 2BL | |
|----|----------|---|--|
| 2. | Supplier | Name: Address: Registration number: SID4GOV ID: | Intralink Limited Intralink Limited Suite 4a Hitching Court Abingdon Oxfordshire OX14 1RG 02438141 |
| 3. | Contract | This Contract between the Buyer and the Supplier is for the supply of Deliverables. This opportunity is advertised in the Contract Notice in Find A Tender, reference tender_339754/1151797 (FTS Contract Notice). | |

| 4. | Contract reference | CR_2554 |
|-----|--|---|
| 5. | Deliverables | The Supplier will support UK tech business that want to expand into the Asia Pacific Region. This includes providing Company Support Service providing advice on market engagement and interaction, advice on pitching, identifying potential investors and networking. The Supplier will also promote opportunities in the APAC region to UK business and support government initiatives in the region as requested by the Authority. See Schedule 2 (Specification) for further details. |
| 6. | Buyer Cause | Any breach of the obligations of the Buyer or any other default, act, omission, negligence or statement of the Buyer, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Buyer is liable to the Supplier. |
| 7. | Collaborative | The Collaborative Working Principles apply to this Contract. |
| | working principles | See Clause 3.1.3 for further details. |
| 8. | Financial Transparency | The Financial Transparency Objectives do not apply to this Contract. |
| | Objectives | See Clause 6.3 for further details. |
| 9. | Start Date | 1 May 2023 |
| 10. | Expiry Date | 30 April 2025 |
| 11. | Extension Period | The Contract may be extended on the same terms for up to two further extension periods of up to 12 months each, with a maximum Expiry Date of 30 April 2027. |
| | | Extension exercised where the Buyer gives the Supplier no less than 3 Months' written notice before the Contract expires. |
| 12. | Ending the Contract without a reason | The Buyer shall be able to terminate the Contract in accordance with Clause 14.3. |
| | | Provided that the amount of notice that the Buyer shall give to terminate in Clause 14.3 shall be 90 days. |
| | | Where the Buyer terminates the Contract under Clauses 14.3, 14.6.1 or 27.5: |
| | | the Buyer shall pay the Termination Costs in accordance with Schedule 3 (Charges); and |
| | | the Buyer shall not be liable to the Supplier for any other amount in respect of such termination including but not limited to any Losses the Supplier may be entitled to recover under Clause 14.6.3(b). |

13. Incorporated Terms

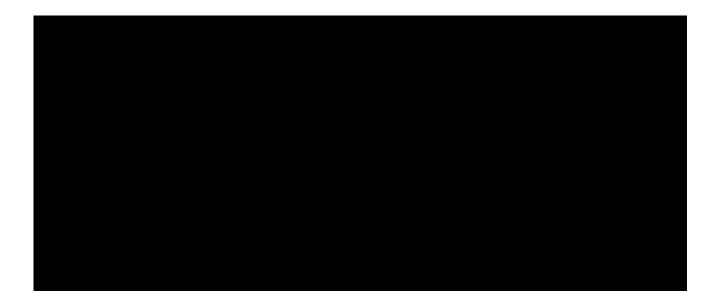
(together these documents form the "the Contract") The following documents are incorporated into the Contract. Where numbers are missing we are not using these Schedules. If the documents conflict, the following order of precedence applies:

- a) Any Statement of Work
- b) This Award Form
- c) Any Special Terms (see **Section 14 (Special Terms)** in this Award Form)
- d) Core Terms
- e) Schedule 36 (Intellectual Property Rights)
- f) Schedule 1 (Definitions)
- g) Schedule 6 (Transparency Reports)
- h) Schedule 20 (Processing Data)
- i) The following Schedules (in equal order of precedence):
 - a. Schedule 2 (Specification)
 - b. Schedule 3 (Charges)
 - c. Schedule 5 (Commercially Sensitive Information)
 - d. Schedule 7 (Staff Transfer)
 - e. Schedule 8 (Implementation Plan & Testing)
 - f. Schedule 10 (Service Levels)
 - g. Schedule 13 (Contract Management)
 - Schedule 14 (Business Continuity and Disaster Recovery)
 - i. Schedule 16 (Security)
 - j. Schedule 19 (Cyber Essentials Scheme)
 - k. Schedule 21 (Variation Form)
 - I. Schedule 22 (Insurance Requirements)
 - m. Schedule 24 (Financial Difficulties)
 - n. Schedule 25 (Rectification Plan)
 - o. Schedule 26 (Sustainability)
 - p. Schedule 27 (Key Subcontractors)
 - q. Schedule 29 (Key Supplier Staff)
 - r. Schedule 30 (Exit Management)
 - s. Schedule 31 (Travel and subsistence)
- j) Schedule 4 (Tender), unless any part of the Tender offers a better commercial position for the Buyer (as decided by the Buyer, in its absolute discretion), in which case that aspect of the Tender will take precedence over the documents above.

| 14. Special Terms | | Special Term 1 |
|-------------------|--|--|
| | | Please see Annex 1 to this Award Form. |
| | | Special Term 2 |
| | | Security Review |
| | | The cyber security protections and method of data transfer between the Supplier and the Buyer will be secure and will be agreed by both Parties prior to any invoice being issued or any payment made. The cyber security and data transfer method will be reviewed on an ongoing basis as DBT's security standards change. Any changes to the Contract that become necessary as a result of the Buyer's ongoing security review will be made in accordance with Clause 28.5. Where the Supplier does not agree a variation which has been requested by the Buyer following a security review the Buyer can terminate the Contract by issuing a termination notice and the provisions of Clause 14.5 inclusive shall apply in the event of such termination. |
| 15. | Sustainability | The Supplier agrees, in providing the Deliverables and performing its obligations under the Contract, that it will comply with Schedule 26 (Sustainability). |
| 16. | Buyer's Environmental Policy | Not applicable |
| 17. | Social Value Commitment | the Supplier agrees, in providing the Deliverables and performing its obligations under the Contract, to deliver the Social Value outcomes in Schedule 4 (Tender) and report on the Social Value KPIs as required by Schedule 10 (Service Levels). |
| 18. | Buyer's Security Policy | See Schedule 16 (Security) |
| 19. | Commercially Sensitive Information | Supplier's Commercially Sensitive Information: Schedule 5 (Commercially Sensitive Information) |
| 20. | Charges | Charges will be paid monthly in arrears. |
| | | Details in Schedule 3 (Charges) |
| 21. | Reimbursable | Recoverable as set out in Schedule 3 (Charges) |
| | expenses | Reimbursable Expenses must be approved by the Buyer in writing in advance of such Reimbursable Expenses being incurred. |

| 22. | Payment method | |
|-----|--|---|
| 23. | Service Levels | Service Credits will accrue in accordance with Schedule 10 (Service Levels) The Service Credit Cap is: 50% of Supplier Profit Margin for the relevant service period. The Service Period is 3 Months A Critical Service Level Failure is: Where the Supplier fails to meet 50% or more of the Service Level Performance Measures. |
| 24. | Insurance | Details in Annex of Schedule 22 (Insurance Requirements). |
| 25. | Liability | In accordance with Clause 15.1 each Party's total aggregate liability in each Contract Year under the Contract (whether in tort, contract or otherwise) is no more than £10million. In accordance with Clause 15.5, the Supplier's total aggregate liability in each Contract Year under Clause 18.8.5 is no more than the Data Protection Liability, being £10 million. |
| 26. | Cyber Essentials Certification | Cyber Essentials Scheme Basic Certificate (or equivalent). Details in Schedule 19 (Cyber Essentials Scheme) |
| 27. | Progress Meetings and Progress Reports | The Supplier shall attend Progress Meetings with the Buyer every month. The Supplier shall provide the Buyer with Progress Reports every month. |
| 28. | Guarantee | If the Supplier has used a Guarantor to pass the selection criteria the Supplier must have a Guarantor to guarantee their performance using the form in Schedule 23 (Guarantee). |
| 29. | Virtual Library | Not applicable |
| 30. | Supplier Contract Manager | |

| 31. | Supplier Authorised Representative |
|-----|--|
| | 0 " |
| 32. | Supplier Compliance Officer |
| 33. | Supplier Data Protection Officer |
| 34. | Supplier Marketing Contact |
| 35. | Key Subcontractors |
| 36. | Buyer Authorised Representative |



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Special Term 1

Statements of Work

The following terms shall have the following meanings when used in this Special Term:

| "Core Costs" | has the meaning give to it in Schedule 3 (Charges); |
|-----------------------|---|
| "Project" | means the Services to be performed as part of a discrete parcel of work in accordance with the relevant Statement of Work; |
| "Project Requirement" | the Buyer's requirement for the delivery of a Project; |
| "SOW Price" | has the meaning given to it in paragraph 2.1 below; and |
| "Statement of Work" | a written agreement for the delivery of the Project in substantially the form set out in Appendix A that has been signed and dated by both Parties. |

1. Statements of Work

- 1.1. The Buyer may require the Supplier to deliver certain Projects where such Projects are within the scope of this Contract.
- 1.2. The Buyer shall provide the Supplier with its Project Requirement and the Supplier shall submit a draft Statement of Work to the Buyer for that Project Requirement within five (5) Working Days or such other time period as shall be agreed between the Parties.
- 1.3. The draft Statement of Work shall be in the form set out in Annex A to this Special Term.
- 1.4. On receipt of the draft Statement of Work the Buyer may:
 - 1.4.1. Accept the draft Statement of Work in which case both Parties shall sign the draft Statement of Work and the Statement of Work shall take effect on the date stated in such Statement of Work;
 - 1.4.2. Notify the Supplier that the Buyer has concerns regarding one or more of the Supplier's proposed terms set out in the draft Statement of Work in which case the Parties shall seek to agree alternative terms; or
 - 1.4.3. Reject the draft Statement of Work in which case the Supplier shall be under no obligation to deliver the Project Requirement.

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- 1.5. The Buyer may withdraw its Project Requirement at any time prior to a draft Statement of Work being signed without liability.
- 1.6. Once a Statement of Work has been signed by both Parties it shall form part of the Contract.
- 1.7. The Buyer is under no obligation to procure a Project Requirement under this Contract and may, at its sole discretion, procure a Project Requirement from a third party.

2. Statement of Work Charges

- 2.1. The Supplier shall include a fixed price for the delivery of the Project Requirement in the Statement of Work (the "SOW Price").
- 2.2. The SOW Price shall include all costs and expenses that may be incurred by the Supplier in connection with the Services to be provided under the relevant Statement of Work.
- 2.3. Where appropriate, the method used by the Supplier to calculate the SOW Price shall be consistent with the approach taken by the Supplier in their Tender in respect of London Tech Week and Reverse Pitching Japan.
- 2.4. The Supplier may invoice the Buyer for the SOW Price for each Statement of Work in accordance with the terms of the relevant Statement of Work and such SOW Price shall form part of the Charges.
- 2.5. The Supplier shall not invoice the Buyer for any amount that exceeds the SOW Price without the prior written agreement of the Buyer. Such written agreement shall only be given where the Buyer is satisfied that such additional costs are reasonable and proportionate.
- 2.6. The Supplier shall not include any amount in the SOW Price that is included or ought to have been included in the Core Charges.

3. Ending of Statement of Work

- 3.1. The Statement of Work shall expire when the Services set out in the Statement of Work have been delivered or on such earlier date as is set out in the Statement of Work.
- 3.2. The Buyer may terminate the Statement of Work by notifying the Supplier where any of the following occur:
 - 3.2.1. the Buyer rejects a Rectification Plan that relates to the Statement of Work or the Supplier does not provide it within 10 days of the request;
 - 3.2.2. there's any material Default of the Statement of Work; or
 - 3.2.3. a Default that occurs and then continues to occur on one or more occasions within 6 Months following the Buyer serving a warning notice on the Supplier that it may terminate for persistent breach of the Statement of Work.
- 3.3. Where a Statement of Work is terminated under paragraph 3.2 the Supplier shall be responsible for any Losses it incurs as a result of such termination.

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3.4. For the avoidance of doubt, the Buyer's right to terminate the Statement of Work in this Special Term shall be without prejudice to any other right the Buyer may have, including but not limited to the right to terminate the Contract.

Appendix A

Statement of Work

This Statement of Work is issued under and in accordance with the Contract entered into between the Parties dated 16th May 2023.

Any schedule attached to this Statement of Work will describe in detail the different types of Services to be provided under that Statement of Work. A schedule attached to this Statement of Work only applies to the relevant Project to be delivered under that Statement of Work, and not to any other Statement of Work, or to the provision of the Services as a whole.

| Project: | Set out a short description of the Project. |
|--------------------------|---|
| Project start Date: | Set out the start date for this Project |
| | Set out the start date for this Project |
| Project end date: | |
| Deliverables: | Set out a description of the Deliverables to be supplied by the Supplier for this Project. |
| Project Plan: | Set out the timing of each phase of the Project, any key dates, events and/ or delivery of the Services and/or the Deliverables (if known) |
| Contract Charges: | Set out the calculation of the SOW Price [(including rules for the recovery of expenses)] payable to Supplier for this Project |
| | Examples of different wording for Contract Charges: |
| | The Buyer shall pay the Supplier the sum of £[] for delivery of these Services, payable in monthly instalments. For the avoidance of doubt, the Charges shall be inclusive of all third-party costs |
| International locations: | If Services are to be supplied outside the UK, specify additional territories here |

Mid-tier Contract - version 1.1

| Special Terms: | Set out any special terms that are intended to take precedence over the Contract terms such as, security requirements, warranties, specific insurance requirements, any specific data reporting requirements etc |
|-------------------------------|--|
| Key Individuals: | Set out details of the key personnel from the Supplier for this Project if relevant. |
| Authorised Supplier Approver: | Set out details of the person(s) who have the authority to agree day to day decisions on behalf of Supplier for this Project. |
| Authorised Buyer Approver: | Set out details of the person(s) who have the authority to agree day to day decisions on behalf of the Buyer for this Project. |

| Signed by: |
|--|
| by (print name): |
| As Authorised Supplier Approver for and on behalf of |
| Intralink Limited |
| Date |
| - · · · |
| Signed by: |
| by (print name): |
| As Authorised Buyer Approver for and on behalf of |
| The Secretary of State for Business and Trade |
| Date |

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Core Terms – Mid-Tier form of contract for the supply of goods and/or services

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1. Definitions used in the contract

1.1 This Contract shall be interpreted in accordance with Schedule 1 (Definitions). In this Contract, the terms and expressions set out in Schedule 1 shall have the meanings given therein, unless the context otherwise requires.

2. How the contract works

- 2.1 If the Buyer decides to buy Deliverables under the Contract it must state its requirements using the Award Form. If allowed by the Regulations, the Buyer can:
 - 2.1.1 make changes to the Award Form;
 - 2.1.2 create new Schedules:
 - 2.1.3 exclude optional template Schedules; and/or
 - 2.1.4 use Special Terms in the Award Form to add or change terms.
- 2.2 The Contract:
 - 2.2.1 is between the Supplier and the Buyer; and
 - 2.2.2 includes Core Terms, Schedules and any other changes or items in the completed Award Form.
- 2.3 The Supplier acknowledges it has all the information required to perform its obligations under the Contract before entering into it. When information is provided by the Buyer no warranty of its accuracy is given to the Supplier.
- 2.4 The Supplier acknowledges that, subject to the Allowable Assumptions set out in Annex 2 of Schedule 3 (Charges) (if any), it has satisfied itself of all details relating to:
 - 2.4.1 the Buyer's requirements for the Deliverables;
 - 2.4.2 the Buyer's operating processes and working methods; and
 - 2.4.3 the ownership and fitness for purpose of the Buyer Assets,

and it has it has advised the Buyer in writing of:

- 2.4.4 each aspect, if any, of the Buyer's requirements for the Deliverables, operating processes and working methods that is not suitable for the provision of the Services;
- 2.4.5 the actions needed to remedy each such unsuitable aspect; and
- 2.4.6 a timetable for and, to the extent that such costs are to be payable to the Supplier, the costs of those actions, and such actions, timetable and costs are fully reflected in this Contract.
- 2.5 The Supplier won't be excused from any obligation, or be entitled to additional Costs or Charges because it failed to:
 - 2.5.1 verify the accuracy of the Due Diligence Information; and
 - 2.5.2 properly perform its own adequate checks and due diligence.

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- 2.6 The Buyer will not be liable for errors, omissions or misrepresentation of any information.
- 2.7 The Supplier warrants and represents that all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

What needs to be delivered

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

3.2 Goods clauses

- 3.2.1 All Goods Delivered must be new, or as new if recycled, unused and of recent origin.
- 3.2.2 All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.
- 3.2.3 The Supplier transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.

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- 3.2.4 Risk in the Goods transfers to the Buyer on Delivery of the Goods, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within 3 Working Days of Delivery.
- 3.2.5 The Buyer is entitled to inspect the Goods prior to Delivery.
- 3.2.6 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
- 3.2.7 The Supplier must Deliver the Goods on the date and to the specified location during the Buyer's working hours.
- 3.2.8 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.
- 3.2.9 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
- 3.2.10 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
- 3.2.11 The Supplier must indemnify the Buyer against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.
- 3.2.12 The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 days' notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier uses all reasonable endeavours to minimise these costs.
- 3.2.13 The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they don't conform with Clause 3. If the Supplier doesn't do this it will pay the Buyer's costs including repair or re-supply by a third party.

3.3 Services clauses

- 3.3.1 The Supplier acknowledges that the Buyer relies on the skill and judgement of the Supplier in the supply of the Services and the performance of the Supplier's obligations under the Contract.
- 3.3.2 Late Delivery of the Services will be a Default of the Contract.
- 3.3.3 The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions of the Buyer or third party suppliers.
- 3.3.4 The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services.
- 3.3.5 The Supplier must allocate sufficient resources and appropriate expertise to the Contract.
- 3.3.6 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.
- 3.3.7 The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.

3.3.8 The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

4. Pricing and payments

- 4.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Award Form.
- 4.2 All Charges:
 - 4.2.1 exclude VAT, which is payable on provision of a valid VAT invoice; and
 - 4.2.2 include all costs connected with the Supply of Deliverables.
- 4.3 Unless otherwise agreed in writing by the Buyer, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Deliverables. The Supplier may only recover expenses where:
 - 4.3.1 the Award Form states that recovery is permitted;
 - 4.3.2 they are Reimbursable Expenses and are supported by supporting documentation;
 - 4.3.3 the Reimbursable Expenses incurred by the Supplier in the performance of this Contract are in accordance with the Buyers Travel and Subsistence Policy set out at Schedule 31;
- 4.4 The Buyer must pay the Supplier the Charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Award Form.
- 4.5 A Supplier invoice is only valid if it:
 - 4.5.1 includes all appropriate references including the Contract reference number and other details reasonably requested by the Buyer; and
 - 4.5.2 includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any).
- 4.6 The Buyer may retain or set-off payment of any amount owed to it by the Supplier under this Contract or any other agreement between the Supplier and the Buyer if notice and reasons are provided.
- 4.7 The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this does not happen, the Buyer can publish the details of the late payment or non-payment.
- 4.8 The Supplier has no right of set-off, counterclaim, discount or abatement unless they're ordered to do so by a court.

5. The buyer's obligations to the supplier

- 5.1 If Supplier Non-Performance arises from a Buyer Cause:
 - 5.1.1 the Buyer cannot terminate the Contract under Clause 14.4.1;
 - 5.1.2 the Supplier is entitled to reasonable and proven additional expenses and to relief from Delay Payments, liability and Deduction under this Contract;

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- 5.1.3 the Supplier is entitled to additional time needed to make the Delivery;
- 5.1.4 the Supplier cannot suspend the ongoing supply of Deliverables.
- 5.2 Clause 5.1 only applies if the Supplier:
 - 5.2.1 gives notice to the Buyer of the Buyer Cause within 10 Working Days of becoming aware;
 - 5.2.2 demonstrates that the Supplier Non-Performance only happened because of the Buyer Cause; and
 - 5.2.3 mitigated the impact of the Buyer Cause.

6. Record keeping and reporting

- 6.1 The Supplier must attend Progress Meetings with the Buyer and provide Progress Reports when specified in the Award Form.
- 6.2 The Supplier must keep and maintain full and accurate records and accounts in respect of the Contract during the Contract Period and for 7 years after the End Date and in accordance with the UK GDPR or the EU GDPR as the context requires, including the records and accounts which the Buyer has a right to Audit.
- 6.3 Where the Award Form states that the Financial Transparency Objectives apply, the Supplier must co-operate with the Buyer to achieve the Financial Transparency Objectives and, to this end, will provide a Financial Report to the Buyer:
 - 6.3.1 on or before the Start Date;
 - 6.3.2 at the end of each Contract Year; and
 - 6.3.3 within 6 Months of the end of the Contract Period,

and the Supplier must meet with the Buyer if requested within 10 Working Days of the Buyer receiving a Financial Report.

- 6.4 If the Supplier becomes aware of an event that has occurred or is likely to occur in the future which will have a material effect on the:
 - 6.4.1 Supplier's currently incurred or forecast future Costs; and
 - 6.4.2 forecast Charges for the remainder of the Contract,

then the Supplier must notify the Buyer in writing as soon as practicable setting out the actual or anticipated effect of the event.

- 6.5 The Supplier must allow any Auditor access to their premises and the Buyer will use reasonable endeavours to ensure that any Auditor:
 - 6.5.1 complies with the Supplier's operating procedures; and
 - 6.5.2 does not unreasonably disrupt the Supplier or its provision of the Deliverables.
- 6.6 During an Audit, the Supplier must provide information to the Auditor and provide reasonable co-operation at the Auditor's request including access to:
 - 6.6.1 all information within the permitted scope of the Audit;

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- 6.6.2 any Sites, equipment and the Supplier's ICT system used in the performance of the Contract; and
- 6.6.3 the Supplier Staff.
- 6.7 The Parties will bear their own costs when an Audit is undertaken unless the Audit identifies a material Default by the Supplier, in which case the Supplier will repay the Buyer's reasonable costs in connection with the Audit.
- 6.8 The Supplier must comply with the Buyer's reasonable instructions following an Audit, including:
 - 6.8.1 correcting any Notifiable Default;
 - 6.8.2 rectifying any error identified in a Financial Report; and
 - 6.8.3 repaying any Charges that the Buyer has overpaid.
- 6.9 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:
 - 6.9.1 tell the Buyer and give reasons;
 - 6.9.2 propose corrective action; and
 - 6.9.3 provide a deadline for completing the corrective action.
- 6.10 Except where an Audit is imposed on the Buyer by a regulatory body or where the Buyer has reasonable grounds for believing that the Supplier has not complied with its obligations under this Contract, the Buyer may not conduct an Audit of the Supplier or of the same Key Subcontractor more than twice in any Contract Year.

7. Supplier staff

- 7.1 The Supplier Staff involved in the performance of the Contract must:
 - 7.1.1 be appropriately trained and qualified:
 - 7.1.2 be vetted using Good Industry Practice and the Security Policy; and
 - 7.1.3 comply with all conduct requirements when on the Buyer's Premises.
- 7.2 Where the Buyer decides one of the Supplier's Staff is not suitable to work on the Contract, the Supplier must replace them with a suitably qualified alternative.
- 7.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach Clauses 31.1 to 31.4.
- 7.4 The Supplier must provide a list of Supplier Staff needing to access the Buyer's Premises and say why access is required.
- 7.5 The Supplier indemnifies the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

8. Supply chain

- 8.1 Appointing Subcontractors
 - 8.1.1 The Supplier must exercise due skill and care when it selects and appoints Subcontractors to ensure that the Supplier is able to:
 - a) manage Subcontractors in accordance with Good Industry Practice:
 - b) comply with its obligations under this Contract; and
 - assign, novate or transfer its rights and/or obligations under the Sub-Contract that relate exclusively to this Contract to the Buyer or a Replacement Supplier.
- 8.2 Mandatory provisions in Sub-Contracts
 - 8.2.1 The Supplier will ensure that all Sub-Contracts in the Supplier's supply chain entered into after the Effective Date wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract contain provisions that:
 - a) allow the Supplier to terminate the Sub-Contract if the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law;
 - b) require the Supplier to pay all Subcontractors in full, within 30 days of receiving a valid, undisputed invoice; and
 - c) allow the Buyer to publish the details of the late payment or non-payment if this 30-day limit is exceeded.
 - 8.2.2 The Supplier will use reasonable endeavours to ensure that all Sub-Contracts in the Supplier's supply chain entered into before the Effective Date but made wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract contain provisions that:
 - a) allow the Supplier to terminate the Sub-Contract if the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law;
 - b) require the Supplier to pay all Subcontractors in full, within 30 days of receiving a valid, undisputed invoice; and
 - c) allow the Buyer to publish the details of the late payment or non-payment if this 30-day limit is exceeded.
- 8.3 When Sub-Contracts can be ended
 - 8.3.1 At the Buyer's request, the Supplier must terminate any Sub-Contracts in any of the following events:
 - a) there is a Change of Control of a Subcontractor which isn't preapproved by the Buyer in writing;
 - b) the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 14.4;
 - a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Buyer;
 - d) the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law; and/or

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e) the Buyer has found grounds to exclude the Subcontractor in accordance with Regulation 57 of the Public Contracts Regulations 2015.

8.4 Competitive terms

- 8.4.1 If the Buyer can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Supplier to provide the Deliverables and that cost is reimbursable by the Buyer, then the Buyer may require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items.
- 8.4.2 If the Buyer uses Clause 8.4.1 then the Charges must be reduced by an agreed amount by using the Variation Procedure.
- 8.5 Ongoing responsibility of the Supplier
 - 8.5.1 The Supplier is responsible for all acts and omissions of its Subcontractors and those employed or engaged by them as if they were its own.

9. Rights and protection

- 9.1 The Supplier warrants and represents that:
 - 9.1.1 it has full capacity and authority to enter into and to perform the Contract:
 - 9.1.2 the Contract is executed by its authorised representative;
 - 9.1.3 it is a legally valid and existing organisation incorporated in the place it was formed;
 - 9.1.4 there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform the Contract:
 - 9.1.5 all necessary rights, authorisations, licences and consents (including in relation to IPRs) are in place to enable the Supplier to perform its obligations under the Contract and for the Buyer to receive the Deliverables:
 - 9.1.6 it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Contract;
 - 9.1.7 it is not impacted by an Insolvency Event or a Financial Distress Event; and
 - 9.1.8 neither it nor, to the best of its knowledge the Supplier Staff, have committed a Prohibited Act prior to the Start Date or been subject to an investigation relating to a Prohibited Act.
- 9.2 The warranties and representations in Clauses 2.7 and 9.1 are repeated each time the Supplier provides Deliverables under the Contract.
- 9.3 The Supplier confirms that in entering into the Contract it is not relying on any statements, warranties representations whether given or made, (whether negligently or innocently or whether express or implied), or any acts or omissions by or on behalf of the Buyer in connection with the subject matter of the Contract

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- except those expressly set out in the Contract and the Supplier hereby waives and releases the Buyer in respect thereof absolutely.
- 9.4 The Supplier indemnifies the Buyer against each of the following:
 - 9.4.1 wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract; and
 - 9.4.2 non-payment by the Supplier of any tax or National Insurance.
- 9.5 All claims indemnified under this Contract must use Clause 30.
- 9.6 The Buyer can terminate the Contract for breach of any warranty or indemnity where they are entitled to do so.
- 9.7 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify the Buyer.
- 9.8 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier.

10. Intellectual Property Rights (IPRs)

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

11. Rectifying issues

- 11.1 If there is a Notifiable Default, the Supplier must notify the Buyer within 3 Working Days of the Supplier becoming aware of the Notifiable Default and the Buyer may request that the Supplier provide a Rectification Plan within 10 Working Days of the Buyer's request alongside any additional documentation that the Buyer requires.
- 11.2 When the Buyer receives a requested Rectification Plan it can either:
 - 11.2.1 reject the Rectification Plan or revised Rectification Plan giving reasons; or

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- 11.2.2 accept the Rectification Plan or revised Rectification Plan (without limiting its rights) in which case the Supplier must immediately start work on the actions in the Rectification Plan at its own cost,.
- 11.3 Where the Rectification Plan or revised Rectification Plan is rejected, the Buyer:
 - 11.3.1 will give reasonable grounds for its decision; and
 - 11.3.2 may request that the Supplier provides a revised Rectification Plan within 5 Working Days.

12. Escalating issues

- 12.1 If the Supplier fails to:
 - 12.1.1 submit a Rectification Plan or a revised Rectification Plan within the timescales set out in Clauses 11.1 or 11.3; and
 - 12.1.2 adhere to the timescales set out in an accepted Rectification Plan to resolve the Notifiable Default.

or if the Buyer otherwise rejects a Rectification Plan, the Buyer can require the Supplier to attend an Escalation Meeting on not less than 5 Working Days' notice. The Buyer will determine the location, time and duration of the Escalation Meeting(s) and the Supplier must ensure that the Supplier Authorised Representative is available to attend.

- 12.2 The Escalation Meeting(s) will continue until the Buyer is satisfied that the Notifiable Default has been resolved, however, where an Escalation Meeting(s) has continued for more than 5 Working Days, either Party may treat the matter as a Dispute to be handled through the Dispute Resolution Procedure.
- 12.3 If the Supplier is in Default of any of its obligations under this Clause 12, the Buyer shall be entitled to terminate this Agreement and the consequences of termination set out in Clause 14.5.1 shall apply as if the contract were terminated under Clause 14.4.1.

13. Step-in rights

- 13.1 If a Step-In Trigger Event occurs, the Buyer may give notice to the Supplier that it will be taking action in accordance with this Clause 13.1 and setting out:
 - 13.1.1 whether it will be taking action itself or with the assistance of a third party;
 - 13.1.2 what Required Action the Buyer will take during the Step-In Process;
 - 13.1.3 when the Required Action will begin and how long it will continue for;
 - 13.1.4 whether the Buyer will require access to the Sites; and
 - 13.1.5 what impact the Buyer anticipates that the Required Action will have on the Supplier's obligations to provide the Deliverables.
- 13.2 For as long as the Required Action is taking place:
 - 13.2.1 the Supplier will not have to provide the Deliverables that are the subject of the Required Action;

- 13.2.2 no Deductions will be applicable in respect of Charges relating to the Deliverables that are the subject of the Required Action; and
- 13.2.3 the Buyer will pay the Charges to the Supplier after subtracting any applicable Deductions and the Buyer's costs of taking the Required Action.
- 13.3 The Buyer will give notice to the Supplier before it ceases to exercise its rights under the Step-In Process and within 20 Working Days of this notice the Supplier will develop a draft Step-Out Plan for the Buyer to approve.
- 13.4 If the Buyer does not approve the draft Step-Out Plan, the Buyer will give reasons and the Supplier will revise the draft Step-Out Plan and re-submit it for approval.
- 13.5 The Supplier shall bear its own costs in connection with any step-in by the Buyer under this Clause 13, provided that the Buyer shall reimburse the Supplier's reasonable additional expenses incurred directly as a result of any step-in action taken by the Buyer under:
 - 13.5.1 limbs (f) or (g) of the definition of a Step-In Trigger Event; or
 - 13.5.2 limbs (h) and (i) of the definition of a Step-in Trigger Event (insofar as the primary cause of the Buyer serving a notice under Clause 13.1 is identified as not being the result of the Supplier's Default).

14. Ending the contract

- 14.1 The Contract takes effect on the Start Date and ends on the End Date or earlier if terminated under this Clause 14 or if required by Law.
- 14.2 The Buyer can extend the Contract for the Extension Period by giving the Supplier written notice before the Contract expires as described in the Award Form.
- 14.3 Ending the contract without a reason
- 14.3.1 The Buyer has the right to terminate the Contract at any time without reason or (unless the Award Form states something different) subject to 14.6.3, liability by giving the Supplier not less than 90 days' notice (unless a different notice period is set out in the Award Form) and if it's terminated Clauses 14.5.1b) to 14.5.1h) applies.
 - 14.4 When the Buyer can end the Contract
 - 14.4.1 If any of the following events happen, the Buyer has the right to immediately terminate the Contract by issuing a Termination Notice to the Supplier:
 - a) there's a Supplier Insolvency Event;
 - b) the Supplier fails to notify the Buyer in writing of any Occasion of Tax Non-Compliance
 - c) there's a Notifiable Default that is not corrected in line with an accepted Rectification Plan:
 - d) the Buyer rejects a Rectification Plan or the Supplier does not provide it within 10 days of the request:
 - e) there's any material Default of the Contract;
 - f) a Default that occurs and then continues to occur on one or more occasions within 6 Months following the Buyer serving a warning

- notice on the Supplier that it may terminate for persistent breach of the Contract:
- g) there's any material Default of any Joint Controller Agreement relating to the Contract;
- h) there's a Default of Clauses 2.7, 10, 12, 18, 19, 31, 36, Schedule 19 (Cyber Essentials) (where applicable) or Schedule 36 (Intellectual Property Rights) relating to the Contract;
- i) the performance of the Supplier causes a Critical Service Level Failure to occur:
- j) there's a consistent repeated failure to meet the Service Levels in Schedule 10 (Service Levels);
- k) there's a Change of Control of the Supplier which isn't preapproved by the Buyer in writing;
- the Buyer discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded:
- m) the Supplier or its Affiliates embarrass or bring the Buyer into disrepute or diminish the public trust in them; or
- n) the Supplier fails to comply with its legal obligations in the fields of environmental, social, equality or employment Law when providing the Deliverables.
- 14.4.2 The Buyer also has the right to terminate the Contract in accordance with Clauses 9.6 and 24.3, Paragraph 4.1 of Schedule 37 (Corporate Resolution Planning) (where applicable) and Paragraph 7 of Schedule 24 (Financial Difficulties) (where applicable).
- 14.4.3 If any of the events in 73 (1) (a) or (b) of the Regulations happen, the Buyer has the right to immediately terminate the Contract and Clauses 14.5.1b) to 14.5.1h) applies.
- 14.5 What happens if the contract ends
 - 14.5.1 Where the Buyer terminates the Contract under Clauses 14.4.1 and 9.6, Paragraph 4.1 of Schedule 37 (Corporate Resolution Planning) (where applicable) or Paragraph 7 of Schedule 24 (Financial Difficulties) (where applicable). all of the following apply:
 - a) The Supplier is responsible for the Buyer's reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period.
 - b) The Buyer's payment obligations under the terminated Contract stop immediately.
 - c) Accumulated rights of the Parties are not affected.
 - d) The Supplier must promptly delete or return the Government Data except where required to retain copies by Law.
 - e) The Supplier must promptly return any of the Buyer's property provided under the terminated Contract.
 - The Supplier must, at no cost to the Buyer, co-operate fully in the handover and re-procurement (including to a Replacement Supplier).
 - g) The Supplier must repay to the Buyer all the Charges that it has been paid in advance for Deliverables that it has not provided as at the date of termination or expiry.
 - h) The following Clauses survive the termination of the Contract: 3.2.11, 6, 7.2, 10, 15, 18, 19, 20, 21, 22, 39, 40, Schedule 36

(Intellectual Property Rights) and any Clauses and Schedules which are expressly or by implication intended to continue.

- 14.5.2 If either Party terminates the Contract under Clause 24.3:
 - each party must cover its own Losses; and
 - b) Clauses 14.5.1b) to 14.5.1h) applies.
- 14.6 When the Supplier can end the contract
 - 14.6.1 The Supplier can issue a Reminder Notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate the Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the total Contract Value within 30 days of the date of the Reminder Notice.
 - 14.6.2 The Supplier also has the right to terminate the Contract in accordance with Clauses 24.3 and 27.5.
 - 14.6.3 Where the Buyer terminates the Contract under Clause 14.3 or the Supplier terminates the Contract under Clause 14.6.1 or 27.5:
 - a) the Buyer must promptly pay all outstanding Charges incurred to the Supplier;
 - b) the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated; and
 - c) Clauses 14.5.1d) to 14.5.1h) apply.
- 14.7 Partially ending and suspending the contract
 - 14.7.1 Where the Buyer has the right to terminate the Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends the Contract it can provide the Deliverables itself or buy them from a third party.
 - 14.7.2 The Buyer can only partially terminate or suspend the Contract if the remaining parts of the Contract can still be used to effectively deliver the intended purpose.
 - 14.7.3 The Parties must agree any necessary Variation required by this Clause 14.7 using the Variation Procedure, but the Supplier may not either:
 - a) reject the Variation; or
 - b) increase the Charges, except where the right to partial termination is under Clause 14.3.
 - 14.7.4 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under this Clause14.7.

15. How much you can be held responsible for

15.1 Each Party's total aggregate liability in each Contract Year under the Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 150% of the Estimated Yearly Charges unless specified otherwise in the Award Form.

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- 15.2 Neither Party is liable to the other for:
 - 15.2.1 any indirect Losses; and
 - 15.2.2 loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).
- 15.3 In spite of Clause 15.1, neither Party limits or excludes any of the following:
 - 15.3.1 its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;
 - 15.3.2 its liability for bribery or fraud or fraudulent misrepresentation by it or its employees; and
 - 15.3.3 any liability that cannot be excluded or limited by Law.
- 15.4 In spite of Clause 15.1, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.5, 9.4, 10.2.1, 16.3 or Schedule 7 (Staff Transfer) of the Contract.
- 15.5 In spite of Clause 15.1, but subject to Clauses 15.2 and 15.3, the Supplier's total aggregate liability in each Contract Year under Clause 18.8.5 is no more than the Data Protection Liability Cap.
- 15.6 Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with the Contract, including any indemnities.
- 15.7 When calculating the Supplier's liability under Clause 15.1 the following items will not be taken into consideration:
 - 15.7.1 Deductions: and
 - 15.7.2 any items specified in Clause 15.4.
- 15.8 If more than one Supplier is party to the Contract, each Supplier Party is fully responsible for both their own liabilities and the liabilities of the other Suppliers.

16. Obeying the law

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

17. Insurance

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

18. Data protection

- 18.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Schedule 20 (Processing Data).
- 18.2 The Supplier must not remove any ownership or security notices in or relating to the Government Data.
- 18.3 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every 6 Months.
- 18.4 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the Security Policy and any applicable Security Management Plan.
- 18.5 If at any time the Supplier suspects or has reason to believe that the Government Data is corrupted, lost or sufficiently degraded, then the Supplier must immediately notify the Buyer and suggest remedial action.
- 18.6 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Buyer may either or both:
 - 18.6.1 tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Buyer receives notice, or the Supplier finds out about the issue, whichever is earlier; and
 - 18.6.2 restore the Government Data itself or using a third party.
- 18.7 The Supplier must pay each Party's reasonable costs of complying with Clause 18.6 unless the Buyer is entirely at fault.
- 18.8 The Supplier:
 - 18.8.1 must provide the Buyer with all Government Data in an agreed open format within 10 Working Days of a written request;
 - 18.8.2 must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
 - 18.8.3 must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;
 - 18.8.4 securely erase all Government Data and any copies it holds when asked to do so by the Buyer unless required by Law to retain it; and
 - 18.8.5 indemnifies the Buyer against any and all Losses incurred if the Supplier breaches Clause 18 or any Data Protection Legislation.

19. What you must keep confidential

- 19.1 Each Party must:
 - 19.1.1 keep all Confidential Information it receives confidential and secure:
 - 19.1.2 not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent, except for the purposes anticipated under the Contract; and
 - 19.1.3 immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

- 19.2 In spite of Clause 19.1, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:
 - 19.2.1 where disclosure is required by applicable Law, a regulatory body or a court with the relevant jurisdiction if the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
 - 19.2.2 if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party;
 - 19.2.3 if the information was given to it by a third party without obligation of confidentiality;
 - 19.2.4 if the information was in the public domain at the time of the disclosure:
 - 19.2.5 if the information was independently developed without access to the Disclosing Party's Confidential Information:
 - 19.2.6 on a confidential basis, to its auditors or for the purpose of regulatory requirements;
 - 19.2.7 on a confidential basis, to its professional advisers on a need-to-know basis; and
 - 19.2.8 to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.
- 19.3 The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Buyer at its request.
- 19.4 The Buyer may disclose Confidential Information in any of the following cases:
 - 19.4.1 on a confidential basis to the employees, agents, consultants and contractors of the Buyer;
 - 19.4.2 on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that the Buyer transfers or proposes to transfer all or any part of its business to;
 - 19.4.3 if the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
 - 19.4.4 where requested by Parliament; and
 - 19.4.5 under Clauses 4.7 and 20.
- 19.5 For the purposes of Clauses 19.2 to 19.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clause 19.
- 19.6 Transparency Information and any Information which is exempt from disclosure by Clause 20 is not Confidential Information.
- 19.7 The Supplier must not make any press announcement or publicise the Contracts or any part of them in any way, without the prior written consent of the Buyer and must use all reasonable endeavours to ensure that Supplier Staff do not either.

20. When you can share information

- 20.1 The Supplier must tell the Buyer within 48 hours if it receives a Request For Information.
- 20.2 In accordance with a reasonable timetable and in any event within 5 Working Days of a request from the Buyer, the Supplier must give the Buyer full cooperation and information needed so the Buyer can:
 - 20.2.1 publish the Transparency Information;
 - 20.2.2 comply with any Freedom of Information Act (FOIA) request; and
 - 20.2.3 comply with any Environmental Information Regulations (EIR) request.
- 20.3 To the extent that it is allowed and practical to do so, the Buyer will use reasonable endeavours to notify the Supplier of a FOIA request and may talk to the Supplier to help it decide whether to publish information under Clause 20.1. However, the extent, content and format of the disclosure is the Buyer's decision in its absolute discretion.
- 20.4 Notwithstanding any other provision of this Contract, the Supplier hereby gives its consent for the Buyer to publish to the general public the Transparency Information in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted). The Buyer may, prior to publication, consult with the Supplier on the manner and format of publication and to inform its decision regarding any redactions, but publication shall be the Buyer's decision in its absolute discretion.
- 20.5 The Supplier shall assist and co-operate with the Buyer to enable the Buyer to publish the Transparency Information, including the preparation of the Transparency Reports in accordance with Paragraph 1.1 of Schedule 6 (Transparency Reports).

21. Invalid parts of the contract

- 21.1 If any part of the Contract is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be read as if it was removed from the Contract as much as required and rendered ineffective as far as possible without affecting the rest of the Contract, whether it's valid or enforceable.
- 21.2 If any removal under Clause 21.1 is so fundamental that it prevents the purpose of the Contract from being achieved or it materially changes the balance of risk and rewards between the Parties, either Party may give notice to the other Party requiring the Parties to commence good faith negotiations to rectify these issues and to amend the Contract accordingly so that, as amended, it is valid and enforceable, preserves the balance of risks and rewards in this Contract and, to the extent that it is reasonably possible, achieves the Parties' original commercial intention.
- 21.3 If the Parties cannot agree on what amendments are required within 5 Working Days, the matter will be dealt with via commercial negotiation as set out in Clause 39.2 and, if there is no resolution within 30 Working Days of the matter

being referred, the Contract will terminate automatically and immediately with costs lying where they fall.

22. No other terms apply

The provisions incorporated into the Contract constitute the entire agreement between the Parties. The Contract replaces all previous statements, negotiations and agreements between the Parties and all representations and undertakings made by one Party to the other, whether written or oral, except that this Clause shall not exclude liability in respect of any fraudulent misrepresentation.

23. Other people's rights in the Contract

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

24. Circumstances beyond your control

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

25. Relationships created by the contract

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

26. Giving up contract rights

A partial or full waiver or relaxation of the terms of the Contract is only valid if it is stated to be a waiver in writing to the other Party.

27. Transferring responsibilities

27.1 The Supplier cannot assign, novate or in any other way dispose of the Contract or any part of it without the Buyer's written consent.

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

28. Changing the contract

- 28.1 Either Party can request a Variation to the Contract which is only effective if agreed in writing, including where it is set out in the Variation Form, and signed by both Parties.
- 28.2 The Supplier must provide an Impact Assessment either:
 - 28.2.1 with the Variation Form (as set out in Schedule 21), where the Supplier requests the Variation; and
 - 28.2.2 within the time limits included in a Variation Form requested by the Buyer.
- 28.3 If the Variation to the Contract cannot be agreed or resolved by the Parties, the Buyer can either:
 - 28.3.1 agree that the Contract continues without the Variation; and
 - 28.3.2 refer the Dispute to be resolved using Clause 39 (Resolving Disputes).

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- 28.4 The Buyer is not required to accept a Variation request made by the Supplier.
- 28.5 The Supplier may only reject a Variation requested by the Buyer if the Supplier:
 - 28.5.1 reasonably believes that the Variation would materially and adversely affect the risks to the health and safety of any person or that it would result in the Deliverables being provided in a way that infringes any Law; or
 - 28.5.2 demonstrates to the Buyer's reasonable satisfaction that the Variation is technically impossible to implement and that neither the Tender nor the Specification state that the Supplier has the required technical capacity or flexibility to implement the Variation.
- 28.6 If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the Charges.
- 28.7 If there is a Specific Change in Law or one is likely to happen during the Contract Period the Supplier must give the Buyer notice of the likely effects of the changes as soon as reasonably practical. They must also say if they think any Variation is needed either to the Deliverables, the Charges or the Contract and provide evidence:
 - 28.7.1 that the Supplier has kept costs as low as possible, including in Subcontractor costs; and
 - 28.7.2 of how it has affected the Supplier's costs.
- 28.8 Any change in the Charges or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 28.1 to 28.4.

29. How to communicate about the contract

- 29.1 All notices under the Contract must be in writing. A notice will not be valid unless it is made by letter (sent by hand, first class post, recorded delivery or special delivery) or by email or by communication via Jaggaer.
- 29.2 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective at 9am on the first Working Day after sending unless an error message is received.
- 29.3 Notices to the Buyer must be sent to the Buyer Authorised Representative's address or email address specified in the Award Form.
- 29.4 This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

30. Dealing with claims

- 30.1 If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days.
- 30.2 At the Indemnifier's cost the Beneficiary must both:
 - 30.2.1 allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim; and
 - 30.2.2 give the Indemnifier reasonable assistance with the Claim if requested.

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- 30.3 The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier, which cannot be unreasonably withheld or delayed.
- The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that doesn't damage the Beneficiary's reputation.
- 30.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.
- 30.6 Each Beneficiary must use all reasonable endeavours to minimise and mitigate any losses that it suffers because of the Claim.
- 30.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:
 - 30.7.1 the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money; and
 - 30.7.2 the amount the Indemnifier paid the Beneficiary for the Claim.

31. Preventing fraud, bribery and corruption

- 31.1 The Supplier must not during the Contract Period:
 - 31.1.1 commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2);
 - 31.1.2 do or allow anything which would cause the Buyer, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them.
- 31.2 The Supplier must during the Contract Period:
 - 31.2.1 create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same;
 - 31.2.2 keep full records to show it has complied with its obligations under this Clause 31 and give copies of these records to the Buyer on request; and
 - 31.2.3 if required by the Buyer, within 20 Working Days of the Start Date of the Contract, and then annually, certify in writing to the Buyer, that they have complied with this Clause 31, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures.
- 31.3 The Supplier must immediately notify the Buyer if it becomes aware of any breach of Clauses 31.1 or has any reason to think that it, or any of the Supplier Staff, have either:
 - 31.3.1 been investigated or prosecuted for an alleged Prohibited Act;
 - 31.3.2 been debarred, suspended, proposed for suspension or debarment, or are otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency;

- 31.3.3 received a request or demand for any undue financial or other advantage of any kind related to the Contract; and
- 31.3.4 suspected that any person or Party directly or indirectly related to the Contract has committed or attempted to commit a Prohibited Act.
- 31.4 If the Supplier notifies the Buyer as required by Clause 31.3, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.
- 31.5 If the Supplier is in Default under Clause 31.1 the Buyer may:
 - 31.5.1 require the Supplier to remove any Supplier Staff from providing the Deliverables if their acts or omissions have caused the Default; and
 - 31.5.2 immediately terminate this agreement.
- 31.6 In any notice the Supplier gives under Clause 31.4 it must specify the:
 - 31.6.1 Prohibited Act;
 - 31.6.2 identity of the Party who it thinks has committed the Prohibited Act; and
 - 31.6.3 action it has decided to take.

32. Equality, diversity, human rights and modern slavery

- 32.1 The Supplier must follow all applicable equality Law when they perform their obligations under the Contract, including:
 - 32.1.1 protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and
 - 32.1.2 any other requirements and instructions which the Buyer reasonably imposes related to equality Law.
- 32.2 The Supplier must use all reasonable endeavours, and inform the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on the Contract.
- 32.3 The Supplier will adhere to all applicable law relating to modern slavery, child labour and inhumane treatment.
- 32.4 In relation to the Suppliers compliance with modern slavery obligations as set out in paragraph 3 of Schedule 26 (Sustainability), the Supplier:
 - 32.4.1 shall within 60 days of the Start Date complete the Modern Slavery Assessment Tool (MSAT). In the event the Supplier has completed a recent MSAT with another Government buyer as part of a separate procurement, and no more than 12 months have passed from completion of that MSAT, then the Supplier may submit the relevant results and/or action plan for application under this Contract:
 - 32.4.2 shall prepare and progress against an agreed Modern Slavery Action Plan but only where completion of the MSAT has identified a Medium High modern slavery risk;

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- 32.4.3 (where applicable) within 6 months of the Start Date provide the Buyer with a Supply Chain Map in the form and manner set out in the Specification; and
- 32.4.4 shall work openly and proactively with the Buyer to resolve any identified instances of slavery and/or trafficking and where appropriate, and make any necessary changes to the Suppliers working practices.

33. Health and safety

- 33.1 The Supplier must perform its obligations meeting the requirements of:
 - 33.1.1 all applicable Law regarding health and safety; and
 - 33.1.2 the Buyer's current health and safety policy while at the Buyer's Premises, as provided to the Supplier.
- 33.2 The Supplier must as soon as possible notify the other of any health and safety incidents or material hazards they're aware of at the Buyer Premises that relate to the performance of the Contract.

34. Compliance with Environmental and other Buyer Policies

- When working on Site the Supplier must perform its obligations under the Buyer's current Environmental Policy, which the Buyer must provide.
- 34.2 The Supplier must ensure that Supplier Staff are aware of the Buyer's Environmental Policy and that they comply with it.
- 34.3 The Supplier shall meet the Government Buying Standards applicable to the Services which can be found online at:

 https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs.
- Where applicable, the Supplier shall only incur and claim Reimbursable Expenses in the performance of this Contract.
- 34.5 The Supplier must register on the Buyer's nominated e-procurement system (Jaggaer) on or before the Start Date. The Supplier agrees to utilise Jaggaer for all reporting requirements arising prior to and during the Contract Period.

35. Tax

- 35.1 The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. The Buyer cannot terminate the Contract where the Supplier has not paid a minor tax or social security contribution.
- 35.2 Where the Charges payable under the Contract are or are likely to exceed £5 million at any point during the relevant Contract Period, and an Occasion of Tax Non-Compliance occurs, the Supplier must notify the Buyer of it within 5 Working Days including:
 - 35.2.1 the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant; and

- 35.2.2 other information relating to the Occasion of Tax Non-Compliance that the Buyer may reasonably need.
- 35.3 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under the Contract, the Supplier must both:
 - 35.3.1 comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions; and
 - 35.3.2 indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.
- 35.4 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:
 - 35.4.1 the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 35.3.1, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;
 - 35.4.2 the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;
 - 35.4.3 the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers isn't good enough to demonstrate how it complies with Clause 35.3.1 or confirms that the Worker is not complying with those requirements; and
 - 35.4.4 the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

36. Conflict of interest

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

37. Reporting a breach of the contract

- 37.1 As soon as it is aware of it, the Supplier and Supplier Staff must report to the Buyer any actual or suspected breach of:
 - 37.1.1 Law:
 - 37.1.2 Clause 16.1: and
 - 37.1.3 Clauses 31 to 36.
- 37.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in Clause 37.1 to the Buyer or a Prescribed Person.

38. Further Assurances

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

39. Resolving disputes

- 39.1 If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the Dispute by commercial negotiation.
- 39.2 If the Parties cannot resolve the Dispute via commercial negotiation, they can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using Clauses 39.3 to 39.6.
- 39.3 Unless the Buyer refers the Dispute to arbitration using Clause 39.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
 - 39.3.1 determine the Dispute;
 - 39.3.2 grant interim remedies; and
 - 39.3.3 grant any other provisional or protective relief.
- 39.4 The Supplier agrees that the Buyer has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of
- 39.5 Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.
- 39.6 The Buyer has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 39.3, unless the Buyer has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause 39.4.

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39.7 The Supplier cannot suspend the performance of the Contract during any Dispute.

40. Which law applies

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

Schedule 1 (Definitions)

1. **DEFINITIONS**

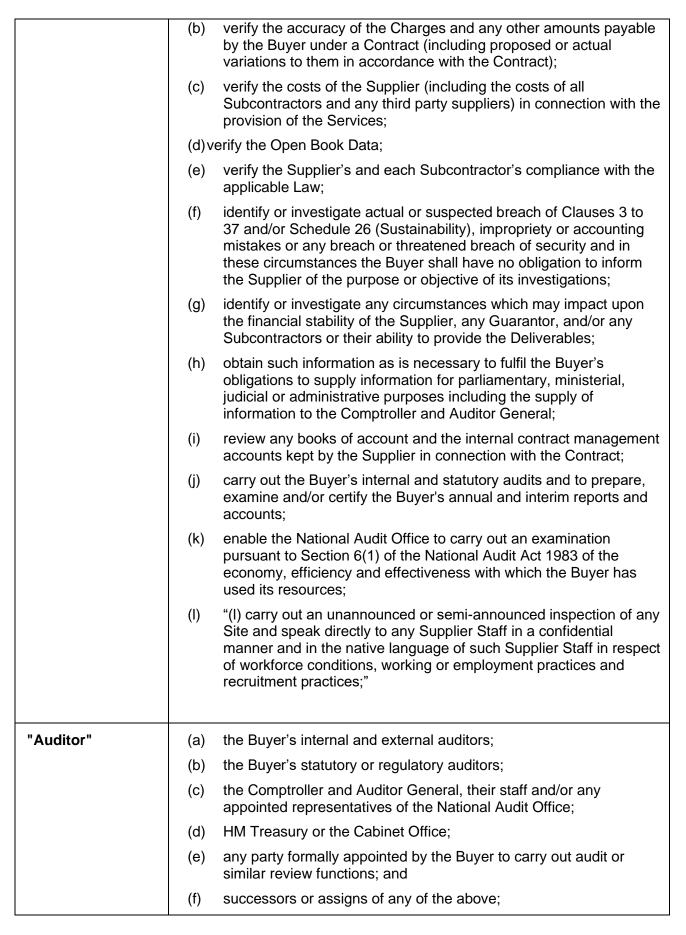
- 1.1 In the Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.
- 1.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- 1.3 In the Contract, unless the context otherwise requires:
 - 1.3.1 the singular includes the plural and vice versa;
 - 1.3.2 reference to a gender includes the other gender and the neuter;
 - 1.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
 - 1.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
 - 1.3.5 the words "including", "other", "in particular", "for example" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "without limitation":
 - 1.3.6 references to "writing" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
 - 1.3.7 references to "representations" shall be construed as references to present facts, to "warranties" as references to present and future facts and to "undertakings" as references to obligations under the Contract;
 - 1.3.8 references to **"Clauses"** and **"Schedules"** are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear:
 - 1.3.9 references to **"Paragraphs"** are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided; and
 - 1.3.10 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified.
 - 1.3.11 the headings in the Contract are for ease of reference only and shall not affect the interpretation or construction of the Contract; and
 - 1.3.12 where the Buyer is a Crown Body it shall be treated as contracting with the Crown as a whole.
 - 1.3.13 Any reference in this Contract which immediately before IP Completion Day (or such later date when relevant EU law ceases to have effect pursuant to

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Section 1A of the European Union (Withdrawal) Act 2018) is a reference to (as it has effect from time to time):

- (I) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement ("EU References") which is to form part of domestic law by application of Section 3 of the European Union (Withdrawal) Act 2018 and which shall be read on and after IP Completion Day as a reference to the EU References as they form part of domestic law by virtue of Section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
 - (ii) any EU institution or EU authority or other such EU body shall be read on and after IP Completion Day as a reference to the UK institution, authority or body to which its functions were transferred.
- 1.4 In the Contract, unless the context otherwise requires, the following words shall have the following meanings:

| "Achieve" | in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and "Achieved", "Achieving" and "Achievement" shall be construed accordingly; |
|----------------------------------|---|
| "Additional FDE Group Member" | means any entity (if any) specified as an Additional FDE Group Member in Part A of Annex 3 of Schedule 24 (Financial Difficulties); |
| "Affected Party" | the party seeking to claim relief in respect of a Force Majeure Event; |
| "Affiliates" | in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time; |
| "Allowable Assumptions" | means the assumptions (if any) set out in Annex 2 of Schedule 3 (Charges); |
| "Annex" | extra information which supports a Schedule; |
| "APAC" | asia-pacific |
| "Approval" | the prior written consent of the Buyer and "Approve" and "Approved" shall be construed accordingly; |
| "Associates" | means, in relation to an entity, an undertaking in which the entity owns, directly or indirectly, between 20% and 50% of the voting rights and exercises a degree of control sufficient for the undertaking to be treated as an associate under generally accepted accounting principles; |
| "Audit" | the Buyer's right to: (a) verify the integrity and content of any Financial Report; |



| "Award Form" | the document outlining the Incorporated Terms and crucial information required for the Contract, to be executed by the Supplier and the Buyer; |
|--|---|
| "Beneficiary" | a Party having (or claiming to have) the benefit of an indemnity under this Contract; |
| "Bidder" | a party making a formal offer for something. |
| "Buyer" | the public sector purchaser identified as such in the Order Form; |
| "Buyer Assets" | the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract; |
| "Buyer Authorised Representative" | the representative appointed by the Buyer from time to time in relation to the Contract initially identified in the Award Form; |
| "Buyer Cause" | has the meaning given to it in the Award Form; |
| "Buyer Data" | means the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any Buyer's or End User's Confidential Information, and which: |
| | (a) are supplied to the Supplier by or on behalf of the Buyer, or End User; or |
| | (b) the Supplier is required to generate, process, store or transmit pursuant to this Contract; or |
| | (c) any Personal Data for which the Buyer or End User is the Controller; |
| "Buyer Existing IPR" | means any and all IPR that are owned by or licensed to the Buyer, and where the Buyer is a Central Government Body, any Crown IPR, and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise) |
| "Buyer Premises" | premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them); |
| "Buyer Third Party" | means any supplier to the Buyer (other than the Supplier), which is notified to the Supplier from time to time; |
| "Buyer's Confidential Information" | (a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Buyer (including all Buyer Existing IPR and New IPR); |

| | (b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Buyer's attention or into the Buyer's possession in connection with the Contract; and information derived from any of the above; |
|--|--|
| "Central Government Body" | a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: |
| | (a) Government Department; |
| | (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); |
| | (c) Non-Ministerial Department; or |
| | (d) Executive Agency; |
| "Change in Law" | any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date; |
| "Change of Control" | a change of control within the meaning of Section 450 of the Corporation Tax Act 2010; |
| "Charges" | the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Contract, as set out in the Award Form, for the full and proper performance by the Supplier of its obligations under the Contract less any Deductions; |
| "Claim" | any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract; |
| "Commercially Sensitive Information" | the Confidential Information listed in the Award Form (if any) and always excluding Publishable Performance Information) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Buyer that, if disclosed by the Buyer, would cause the Supplier significant commercial disadvantage or material financial loss; |
| "Comparable Supply" | the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables; |
| "Compliance Officer" | the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations; |
| "Confidential Information" | means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as |

| | "confidential") or which ought reasonably to be considered to be confidential; |
|---------------------------|--|
| "Conflict of Interest" | a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to the Buyer under the Contract, in the reasonable opinion of the Buyer; |
| "Contract" | the contract between the Buyer and the Supplier, which consists of the terms set out and referred to in the Award Form; |
| "Contract Period" | the term of the Contract from the earlier of the: |
| | (a) Start Date; or |
| | (b) the Effective Date |
| | (c) until the End Date; |
| "Contract Value" | the higher of the actual or expected total Charges paid or payable under the Contract where all obligations are met by the Supplier; |
| "Contract Year" | a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof; |
| "Control" | control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "Controlled" shall be construed accordingly; |
| "Controller" | has the meaning given to it in the UK GDPR or the EU GDPR as the context requires; |
| "Core Terms" | the Buyer's terms and conditions which apply to and comprise one part of the Contract set out in the document called "Core Terms"; |
| "Costs" | the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables: |
| | (a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Work Day, of engaging the Supplier Staff, including: |
| | (i) base salary paid to the Supplier Staff; |
| | (ii) employer's National Insurance contributions; |
| | (iii) pension contributions; |
| | (iv) car allowances; |
| | (v) any other contractual employment benefits; |
| | (vi) staff training; |
| | (vii) work place accommodation; |
| | (viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and |

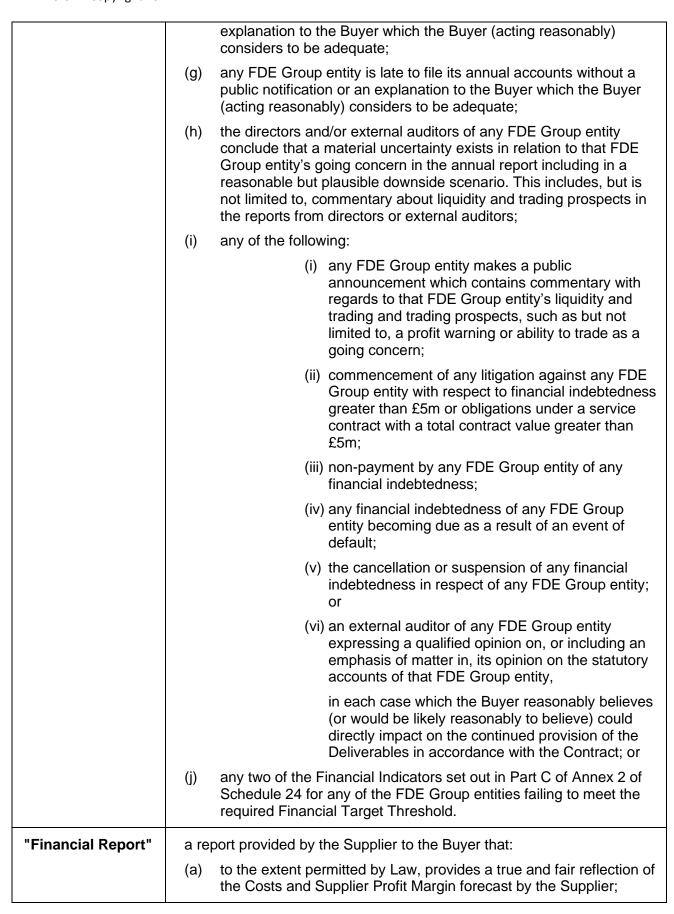
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| | (ix) reasonable recruitment costs, as agreed with the Buyer; |
| | (b) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets; |
| | (c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and |
| | (d) Reimbursable Expenses to the extent these have been specified as allowable in the Award Form and are incurred in delivering any Deliverables; |
| | but excluding: |
| | (e) Overhead; |
| | (f) financing or similar costs; |
| | (g) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Contract Period whether in relation to Supplier Assets or otherwise; |
| | (h) taxation; |
| | (i) fines and penalties; |
| | (j) amounts payable under Schedule 12 (Benchmarking) where such Schedule is used; and |
| | (k) non-cash items (including depreciation, amortisation, impairments and movements in provisions); |
| "Critical Service Level Failure" | has the meaning given to it in the Award Form; |
| "Crown Body" | the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf; |
| "Crown IPR" | means any IPR which is owned by or licensed to the Crown, and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise); |
| "CRTPA" | the Contract Rights of Third Parties Act 1999; |
| "Data Protection Impact Assessment" | an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data; |

| "Data Protection Legislation" | (i) the UK GDPR, (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy; and (iv) (to the extent that it applies) the EU GDPR |
|------------------------------------|--|
| "Data Protection Liability Cap" | has the meaning given to it in the Award Form |
| "Data Protection Officer" | has the meaning given to it in the UK GDPR or the EU GDPR as the context requires; |
| "Data Subject" | has the meaning given to it in the UK GDPR or the EU GDPR as the context requires; |
| "Data Subject Access Request" | a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data; |
| "DCMS" | the department for digital, culture, media and sport. |
| "Deductions" | all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under the Contract; |
| "Default" | any breach of the obligations of the Supplier (including abandonment of the Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of the Contract and in respect of which the Supplier is liable to the Buyer; |
| "Delay Payments" | the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Implementation Plan; |
| "Deliverables" | Goods and/or Services that may be ordered under the Contract including the Documentation; |
| "Delivery" | delivery of the relevant Deliverable or Milestone in accordance with the terms of the Contract as confirmed and accepted by the Buyer by the either (a) confirmation in writing to the Supplier; or (b) where Schedule 8 (Implementation Plan and Testing) is used issue by the Buyer of a Satisfaction Certificate. "Deliver" and "Delivered" shall be construed accordingly; |
| "Delivery Plan" | The setting out of the Supplier's proposal to deliver work required under the Contract as outlined in Schedule 2 (Specification) including the milestones and delivery schedules, explaining how work packages relate to the milestones. The Supplier must make clear any dependencies and assumptions that sit behind the planning and may impact delivery of the project. Any specific practical or financial assistance that the Supplier would |

| | like or hope to secure, from partners or sponsors or others, to take the |
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| | project forward should also be specified. |
| "Dependent Parent Undertaking" | means any Parent Undertaking which provides any of its Subsidiary Undertakings and/or Associates, whether directly or indirectly, with any financial, trading, managerial or other assistance of whatever nature, without which the Supplier would be unable to continue the day to day conduct and operation of its business in the same manner as carried on at the time of entering into this Contract, including for the avoidance of doubt the provision of the Services in accordance with the terms of this Contract; |
| "Digital Trade Network for Asia Pacific" | The Digital Trade Network (DTN) is a joint DCMS/DBT initiative which was launched in June 2020 to support UK and Asia Pacific collaboration on tech, including: Global Britain & Prosperity agenda; digital market access; trade promotion; and inward investment. The DTN is a key element of the Government's commitment to reinforcing the UK's relationships across the world, expanding and deepening the nation's overseas network, and strengthening our leadership in digital trade and technology. |
| "Disaster" | the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable) for the period specified in the Award Form (for the purposes of this definition the "Disaster Period"); |
| "Disclosing Party" | the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 19 (What you must keep confidential); |
| "Dispute" | any claim, dispute or difference (whether contractual or non-contractual) arising out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts; |
| "Dispute Resolution Procedure" | the dispute resolution procedure set out in Clause 39 (Resolving disputes); |
| "Documentation" | descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under the Contract as: |
| | (a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, |

| | configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables |
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| | (b) is required by the Supplier in order to provide the Deliverables; and/or |
| | (c) has been or shall be generated for the purpose of providing the Deliverables; |
| "DOTAS" | the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions; |
| "DPA 2018" | The Data Protection Act 2018 |
| "Due Diligence Information" | any information supplied to the Supplier by or on behalf of the Buyer prior to the Start Date; |
| "Effective Date" | the date on which the final Party has signed the Contract; |
| "EIR" | the Environmental Information Regulations 2004; |
| "Employment Regulations" | the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced; |
| "End Date" | the earlier of: |
| | (a) the Expiry Date as extended by the Buyer under Clause 14.2; or |
| | (b) if the Contract is terminated before the date specified in (a) above, the date of termination of the Contract; |
| "End User" | means a party that is accessing the Deliverables provided pursuant to this Contract (including the Buyer where it is accessing services on its own account as a user); |
| "Environmental Policy" | to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer; |
| "Equality and Human Rights Commission" | the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time; |
| "Escalation Meeting" | means a meeting between the Supplier Authorised Representative and the Buyer Authorised Representative to address issues that have arisen during the Rectification Plan Process; |

| "Estimated Year 1 Charges" | the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Award Form; |
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| "Estimated Yearly Charges" | means for the purposes of calculating each Party's annual liability under Clause 15.1 : |
| | (a) in the first Contract Year, the Estimated Year 1 Charges; or |
| | (b) in any subsequent Contract Years, the Charges paid or payable in the previous Contract Year; or |
| | (c) after the end of the Contract, the Charges paid or payable in the last Contract Year during the Contract Period; |
| "EU" | European Union |
| "EU GDPR" | Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law; |
| "Existing IPR" | any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise); |
| "Exit Plan" | has the meaning given to it in Paragraph 4.1 of Schedule 30 (Exit Plan); |
| "Expiry Date" | the date of the end of the Contract as stated in the Award Form; |
| "Extension Period" | such period or periods beyond which the Initial Period may be extended, specified in the Award Form; |
| "FDE Group" | the Supplier and any Additional FDE Group Member; |
| "Financial Distress | The occurrence of one or more the following events: |
| Event" | (a) the credit rating of any FDE Group entity drops below the applicable Credit Rating Threshold of the relevant Rating Agency; |
| | (b) any FDE Group entity issues a profits warning to a stock exchange or makes any other public announcement, in each case about a material deterioration in its financial position or prospects; |
| | (c) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of any FDE Group entity; |
| | (d) any FDE Group entity commits a material breach of covenant to its lenders; |
| | (e) a Key Subcontractor notifies the Buyer that the Supplier has not paid any material sums properly due under a specified invoice and not subject to a genuine dispute; |
| | (f) any FDE Group entity extends the filing period for filing its accounts with the Registrar of Companies so that the filing period ends more than 9 months after its accounting reference date without an |



| | (b) to the extent permitted by Law, provides detail a true and fair reflection of the costs and expenses to be incurred by Key Subcontractors (as requested by the Buyer); |
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| | (c) is in the same software package (Microsoft Excel or Microsoft Word), layout and format as the blank templates which have been issued by the Buyer to the Supplier on or before the Start Date for the purposes of this Contract; and |
| | (d) is certified by the Supplier's Chief Financial Officer or Director of Finance; |
| "Financial | means: |
| Transparency Objectives" | (a) the Buyer having a clear analysis of the Costs, Overhead recoveries (where relevant), time spent by Supplier Staff in providing the Services and the Supplier Profit Margin so that it can understand any payment sought by the Supplier; |
| | (b) the Parties being able to understand Cost forecasts and to have confidence that these are based on justifiable numbers and appropriate forecasting techniques; |
| | (c) the Parties being able to understand the quantitative impact of any Variations that affect ongoing Costs and identifying how these could be mitigated and/or reflected in the Charges; |
| | (d) the Parties being able to review, address issues with and re-forecast progress in relation to the provision of the Services; |
| | (e) the Parties challenging each other with ideas for efficiency and improvements; and |
| | (f) enabling the Buyer to demonstrate that it is achieving value for money for the tax payer relative to current market prices; |
| "FOIA" | the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation; |
| "Force Majeure Event" | any event, circumstance, matter or cause affecting the performance by either the Buyer or the Supplier of its obligations arising from: |
| | (a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract; |
| | (b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare; |
| | (c) acts of a Crown Body, local government or regulatory bodies; |
| | (d) fire, flood or any disaster; or |
| | (e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding: |
| | |

| | (i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain; |
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| | (ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and |
| | (iii) any failure of delay caused by a lack of funds, |
| | and which is not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party; |
| "Force Majeure Notice" | a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event; |
| "General Anti- | (a) the legislation in Part 5 of the Finance Act 2013 and; and |
| Abuse Rule" | (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions; |
| "General Change in Law" | a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply; |
| "Goods" | goods made available by the Supplier as specified in Schedule 2 (Specification) and in relation to a Contract as specified in the Award Form; |
| "Good Industry Practice" | standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector; |
| "Government" | the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf; |
| "Government Data" | the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Buyer's Confidential Information, and which: |
| | (a) are supplied to the Supplier by or on behalf of the Buyer; or |
| | (b) the Supplier is required to generate, process, store or transmit pursuant to the Contract; |
| "Government Procurement Card" | the Government's preferred method of purchasing and payment for low value goods or services |

| | https://www.gov.uk/government/publications/government-procurement-card2; |
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| "Guarantor" | the person (if any) who has entered into a guarantee in the form set out in Schedule 23 (Guarantee) in relation to this Contract; |
| "Halifax Abuse Principle" | the principle explained in the CJEU Case C-255/02 Halifax and others; |
| "HMG" | his majesty's government |
| "HMRC" | His Majesty's Revenue and Customs; |
| "ICT Policy" | the Buyer's policy in respect of information and communications technology, referred to in the Award Form, which is in force as at the Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure; |
| "Impact Assessment" | an assessment of the impact of a Variation request by the Buyer completed in good faith, including: |
| | (a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract; |
| | (b) details of the cost of implementing the proposed Variation; |
| | (c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party; |
| | (d) a timetable for the implementation, together with any proposals for the testing of the Variation; and |
| | (e) such other information as the Buyer may reasonably request in (or in response to) the Variation request; |
| "Implementation Plan" | the plan for provision of the Deliverables set out in Schedule 8 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer; |
| "Incorporated Terms" | the contractual terms applicable to the Contract specified in the Award Form; |
| "Indemnifier" | a Party from whom an indemnity is sought under this Contract; |
| "Independent Controller" | a party which is Controller of the same Personal Data as the other Party and there is no element of joint control with regards to that Personal Data; |
| "Indexation" | the adjustment of an amount or sum in accordance with the Award Form; |

| "Information" | has the meaning given under section 84 of the Freedom of Information Act 2000; | | |
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| "Information Commissioner" | the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies; | | |
| "Initial Period" | the | initial te | rm of the Contract specified in the Award Form; |
| "Insolvency Event" | with re | with respect to any person, means: | |
| | (a) | debts | erson suspends, or threatens to suspend, payment of its or is unable to pay its debts as they fall due or admits ty to pay its debts, or: |
| | | (i) | (being a company or a LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or |
| | | (ii) | (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986; |
| | (b) | creditor or oth a propone of morat Insolv a part amalg | erson commences negotiations with one or more of its ors (using a voluntary arrangement, scheme of arrangement erwise) with a view to rescheduling any of its debts, or makes cosal for or enters into any compromise or arrangement with a more of its creditors or takes any step to obtain a orium pursuant to Section 1A and Schedule A1 of the ency Act 1986 other than (in the case of a company, a LLP or nership) for the sole purpose of a scheme for a solvent gamation of that person with one or more other companies or obvent reconstruction of that person; |
| | (c) | assets | er person becomes entitled to appoint a receiver over the s of that person or a receiver is appointed over the assets of erson; |
| | (d) | posse levied perso | ditor or encumbrancer of that person attaches or takes assion of, or a distress, execution or other such process is or enforced on or sued against, the whole or any part of that n's assets and such attachment or process is not discharged fourteen (14) days; |
| | (e) | • | erson suspends or ceases, or threatens to suspend or cease, ng on all or a substantial part of its business; |
| | (f) | where | that person is a company, a LLP or a partnership: |
| | | (i) | a petition is presented (which is not dismissed within fourteen (14) days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that person other than for the sole purpose of a scheme for a solvent amalgamation of |

| | that person with one or more other companies or the solvent reconstruction of that person; | | |
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| | (ii) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at Court or given or if an administrator is appointed, over that person; | | |
| | (iii) (being a company or a LLP) the holder of a qualifying floating charge over the assets of that person has become entitled to appoint or has appointed an administrative receiver; or | | |
| | (iv) (being a partnership) the holder of an agricultural floating charge over the assets of that person has become entitled to appoint or has appointed an agricultural receiver; or | | |
| | (a) any event occurs, or proceeding is taken, with respect to that person in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above; | | |
| "Installation Works" | all works which the Supplier is to carry out at the beginning of the Contract Period to install the Goods in accordance with the Contract; | | |
| "Intellectual Property Rights" or "IPR" | (a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information; | | |
| | (b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and | | |
| | (c) all other rights having equivalent or similar effect in any country or jurisdiction; | | |
| "Invoicing Address" | the address to which the Supplier shall Invoice the Buyer as specified in the Award Form; | | |
| "IP Completion Day" | has the meaning given to it in the European Union (Withdrawal Agreement) Act 2020; | | |
| "IPR Claim" | any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Buyer in the fulfilment of its obligations under the Contract; | | |
| "ITT" | refers to an invitation to tender. A formal structured process for generating competing offers from different potential suppliers. | | |

| "IR35" | the off-payroll rules requiring individuals who work through their company pay the same tax and National Insurance contributions as an employee which can be found online at: https://www.gov.uk/guidance/ir35-find-out-if-it-applies ; | | |
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| "Jaggaer" | means the Buyer's nominated e-procurement system; | | |
| "Joint Controller Agreement" | the agreement (if any) entered into between the Buyer and the Supplier substantially in the form set out in Annex 2 of Schedule 20 (Processing Data); | | |
| "Joint Controllers" | where two or more Controllers jointly determine the purposes and means of Processing; | | |
| "Key Staff" | the persons who the Supplier shall appoint to fill key roles in connection with the Services as listed in Annex 1 of Schedule 29 (Key Supplier Staff); | | |
| "Key Sub- Contract" | each Sub-Contract with a Key Subcontractor; | | |
| "Key | any Subcontractor: | | |
| Subcontractor" | (a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or | | |
| | (b) which, in the opinion of the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or | | |
| | (c) with a Sub-Contract with the Contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Contract, | | |
| | and the Supplier shall list all such Key Subcontractors in section 29 of the Award Form; | | |
| "Know-How" | all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the Start Date; | | |
| "Law" | any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of the European Union (Withdrawal) Act 2018 as amended by European Union (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply; | | |
| "Law Enforcement Processing" | processing under Part 3 of the DPA 2018; | | |
| "Losses" | all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, | | |

| | interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be interpreted accordingly; | | |
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| "Marketing Contact" | shall be the person identified in the Award Form; | | |
| "Milestone" | an event or task described in the Implementation Plan; | | |
| "Milestone Date" | the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved; | | |
| "Modern Slavery Action Plan" | means a detailed remedial and/or mitigation plan submitted by the Supplier and agreed by the Buyer, which sets out the action the Supplier will take, during the Term, to remedy and/or mitigate any modern slavery issues; | | |
| "Modern Slavery Assessment Tool (MSAT)" | means the modern slavery risk identification and management tool which can be found online at: https://supplierregistration.cabinetoffice.gov.uk/msat; | | |
| "Month" | a calendar month and "Monthly" shall be interpreted accordingly; | | |
| "National Insurance" | contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004); | | |
| "New IPR" | (a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of the Contract and updates and amendments of these items including database schema; and/or | | |
| | (b) IPR in or arising as a result of the performance of the Supplier's obligations under the Contract and all updates and amendments to the same; | | |
| | but shall not include the Supplier's Existing IPR. Unless otherwise agreed in writing, any New IPR should be recorded in Schedule 36 and updated regularly; | | |
| "New IPR Item" | means a deliverable, document, product or other item within which New IPR subsists; | | |
| "Notifiable | means: | | |
| Default" | (a) the Supplier commits a material Default; and/or | | |
| | (b) the performance of the Supplier is likely to cause or causes a Critical Service Level Failure; | | |
| "Occasion of Tax | where: | | |
| Non –Compliance" | (a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of: | | |
| | • | | |

| | | (i) | a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; |
|------------------|---------------|--|--|
| | | (ii) | the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or |
| | (b) | on or a 2013, offence | x return of the Supplier submitted to a Relevant Tax Authority after 1 October 2012 which gives rise, on or after 1 April to a criminal conviction in any jurisdiction for tax related ses which is not spent at the Start Date or to a civil penalty for or evasion; |
| "Open Book Data" | suffi paya | complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Contract, including details and all assumptions relating to: | |
| | (a) | and/or capital | ipplier's Costs broken down against each Good and/or Service Deliverable, including actual capital expenditure (including I replacement costs) and the unit cost and total actual costs of iverables; |
| | (b) | • | ting expenditure relating to the provision of the Deliverables ing an analysis showing: |
| | | (i) | the unit costs and quantity of Goods and any other consumables and bought-in Deliverables; |
| | | (ii) | manpower resources broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each manpower grade; |
| | | (iii) | a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin; and |
| | | (iv) | Reimbursable Expenses, if allowed under the Award Form; |
| | (c) | Overh | eads; |
| | (d) | | erest, expenses and any other third party financing costs ed in relation to the provision of the Deliverables; |
| | (e) | | ipplier Profit achieved over the Contract Period and on an Il basis; |
| | (f) | allocat | mation that all methods of Cost apportionment and Overhead tion are consistent with and not more onerous than such ds applied generally by the Supplier; |
| | (g) | associ | planation of the type and value of risk and contingencies iated with the provision of the Deliverables, including the nt of money attributed to each risk and/or contingency; and |

| | (h) the actual Costs profile for each Service Period; |
|---|---|
| "Open Licence" | means any material that is published for use, with rights to access and modify, by any person for free, under a generally recognised open licence including Open Government Licence as set out at http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/ and the Open Standards Principles documented at https://www.gov.uk/government/publications/open-standards-principles ; |
| "Open Licence Publication Material" | means items created pursuant to the Contract which the Buyer may wish to publish as Open Licence which are supplied in a format suitable for publication under Open Licence; |
| "Overhead" | those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs"; |
| "Parent Undertaking" | has the meaning set out in section 1162 of the Companies Act 2006; |
| "Parliament" | takes its natural meaning as interpreted by Law; |
| "Party" | the Buyer or the Supplier and "Parties" shall mean both of them where the context permits; |
| "Personal Data" | has the meaning given to it in the UK GDPR or the EU GDPR as the context requires; |
| "Personal Data Breach" | has the meaning given to it in the UK GDPR or the EU GDPR as the context requires; |
| "Prescribed Person" | a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies ; |
| "Processing" | has the meaning given to it in the UK GDPR or the EU GDPR as the context requires; |
| "Processor" | has the meaning given to it in the UK GDPR or the EU GDPR as the context requires; |
| "Processor Personnel" | all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under the Contract; |

| "Progress Meeting" | a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative; | | | |
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| "Progress Report" | a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates; | | | |
| "Prohibited Acts" | (a) to directly or indirectly offer, promise or give any person working for or engaged by the Buyer or any other public body a financial or other advantage to: | | | |
| | (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 the Contract; or | | | |
| | (c) committing any offence: | | | |
| | (i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or | | | |
| | (ii) under legislation or common law concerning fraudulent acts; or | | | |
| | (iii) defrauding, attempting to defraud or conspiring to defraud the Buyer or other public body; or | | | |
| | (d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK; | | | |
| "Publishable Performance Information" | means information relating to the Supplier's performance pursuant to Schedule 10 (Service Level) or any other information arising from the performance of this Contract, which is applied or used to measure the Supplier's performance of the Deliverables during the Contract Period; | | | |
| "Protective | technical and organisational measures which must take account of: | | | |
| Measures" | (a) the nature of the data to be protected | | | |
| | (b) harm that might result from Data Loss Event; | | | |
| | (c) state of technological development | | | |
| | (d) the cost of implementing any measures | | | |
| | including pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it; | | | |
| "Public Sector Body " | means a formally established organisation that is (at least in part) publicly funded to deliver a public or government service; | | | |

| "Recall" | a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the IPR rights) that might endanger health or hinder performance; | | |
|---------------------------------|--|--|--|
| "Recipient Party" | the Party which receives or obtains directly or indirectly Confidential Information; | | |
| "Rectification Plan" | the Supplier's plan (or revised plan) to rectify its breach using the template in Schedule 25 (Rectification Plan) which shall include: | | |
| | (a) full details of the Notifiable Default that has occurred, including a root cause analysis; | | |
| | (b) the actual or anticipated effect of the Notifiable Default; and | | |
| | (c) the steps which the Supplier proposes to take to rectify the Notifiable Default (if applicable) and to prevent such Notifiable Default from recurring, including timescales for such steps and for the rectification of the Notifiable Default (where applicable); | | |
| "Rectification Plan Process" | the process set out in Clause 11; | | |
| "Regulations" | the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires); | | |
| "Reimbursable Expenses" | the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including: | | |
| | (a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and | | |
| | (b) subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed; | | |
| "Relevant Requirements" | all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010; | | |
| "Relevant Tax Authority" | HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established; | | |
| "Reminder Notice" | a notice sent in accordance with Clause 14.6.1 given by the Supplier to the Buyer providing notification that payment has not been received on time; | | |
| "Replacement Deliverables" | any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables, | | |

| whether those goods are provided by the Buyer internally and/or by any third party; |
|--|
| any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer; |
| a request for information or an apparent request relating to the Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs; |
| means the action the Buyer will take and what Deliverables it will control during the Step-In Process; |
| the insurances required by Schedule 22 (Insurance Requirements); |
| the certificate (materially in the form of the document contained in Annex 2 of Part B of Schedule 8 (Implementation Plan and Testing) or as agreed by the Parties where Schedule 8 is not used in this Contract) granted by the Buyer when the Supplier has Achieved a Milestone or a Test; |
| any attachment to the Contract which contains important information specific to each aspect of buying and selling; |
| the Supplier's security management plan prepared pursuant to Schedule 16 (Security) (if applicable); |
| the Buyer's security policy, referred to in the Award Form, in force as at the Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier; |
| A senior designated UK government representative who is given the ultimate responsibility for overseeing the programme delivery. |
| the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time; |
| any service credits specified in the Annex to Part A of Schedule 10 (Service Levels) being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels; |
| any service levels applicable to the provision of the Deliverables under the Contract (which, where Schedule 10 (Service Levels) is used in this Contract, are specified in the Annex to Part A of such Schedule); |
| has the meaning given to it in the Award Form; |
| services made available by the Supplier as specified in Schedule 2 (Specification) and in relation to a Contract as specified in the Award Form; |
| |

| <u> </u> | | | |
|--------------------------|--|--|--|
| "Sites" | any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: | | |
| | (a) the Deliverables are (or are to be) provided; or | | |
| | (b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; | | |
| | (c) those premises at which any Supplier Equipment or any part of the Supplier System is located (where ICT Services are being provided) | | |
| "SME" | an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises; | | |
| "Social Value" | the additional social benefits that can be achieved in the delivery of the Contract set out in Schedule 2 (Specification) and either (i) Schedule 10 (Service Levels) (where used) or (ii) Part C of Schedule 26 (Sustainability) (where Schedule 10 (Service Levels) is not used) | | |
| "Social Value KPIs" | the Social Value priorities set out in Schedule 2 (Specification) and either (i) Schedule 10 (Service Levels) (where used) or (ii) Part C of Schedule 26 (Sustainability) (where Schedule 10 (Service Levels) is not used | | |
| "Social Value Report" | the report the Supplier is required to provide to the Buyer pursuant to Paragraph 1 of Part C of Schedule 26 (Sustainability) where Schedule 10 (Service Levels) is not used | | |
| "Special Terms" | any additional terms and conditions set out in the Award Form incorporated into the Contract; | | |
| "Special IPR Terms" | any additional terms and conditions relating to IPR set out in the Award Form incorporated into the Contract; | | |
| "Specific Change in Law" | a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date; | | |
| "Specification" | the specification set out in Schedule 2 (Specification), as may, in relation to the Contract, be supplemented by the Award Form; | | |
| "Standards" | any: | | |
| | (a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with; | | |
| | operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply | | |

| | (b) standards detailed in the specification in Schedule 2 (Specification); | | |
|-------------------|--|--|--|
| | (c) standards detailed by the Buyer in the Award Form or agreed between the Parties from time to time; | | |
| | (d) relevant Government codes of practice and guidance applicable from time to time; | | |
| "Standstill" | a situation where there is no activity whatsoever. An agreement providing for the preservation of the status quo for a specified period. | | |
| "Start Date" | the date specified on the Award Form; | | |
| "Step-In Process" | the process set out in Clause 13; | | |
| "Step-In Trigger | means: | | |
| Event" | (a) the Supplier's level of performance constituting a Critical Service Level Failure; | | |
| | (b) the Supplier committing a material Default which is irremediable; | | |
| | (c) where a right of termination is expressly reserved in this Contract; | | |
| | (d) an Insolvency Event occurring in respect of the Supplier or any Guarantor required under the Award Form; | | |
| | (e) a Default by the Supplier that is materially preventing or materially delaying the provision of the Deliverables or any material part of them; | | |
| | (f) the Buyer considers that the circumstances constitute an emergency despite the Supplier not being in breach of its obligations under this agreement; | | |
| | (g) the Buyer being advised by a regulatory body that the exercise by the Buyer of its rights under Clause 13 is necessary; | | |
| | the existence of a serious risk to the health or safety of persons, property or the environment in connection with the Deliverables; and/or | | |
| | (i) a need by the Buyer to take action to discharge a statutory duty; | | |
| "Step-Out Plan" | means the Supplier's plan that sets out how the Supplier will resume the provision of the Deliverables and perform all its obligations under the Contract following the completion of the Step-In Process; | | |
| "Storage Media" | the part of any device that is capable of storing and retrieving data; | | |
| "Sub-Contract" | any contract or agreement (or proposed contract or agreement), other than the Contract, pursuant to which a third party: | | |
| | (a) provides the Deliverables (or any part of them); | | |
| | (b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or | | |
| | (c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them); | | |

| "Subcontractor" | any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person; | | |
|--|--|--|--|
| "Subprocessor" | any third Party appointed to process Personal Data on behalf of the Supplier related to the Contract; | | |
| "Subsidiary Undertaking" | has the meaning set out in section 1162 of the Companies Act 2006; | | |
| "Supplier" | the person, firm or company identified in the Award Form; | | |
| "Supplier Assets" | all assets and rights used by the Supplier to provide the Deliverables in accordance with the Contract but excluding the Buyer Assets; | | |
| "Supplier Authorised Representative" | the representative appointed by the Supplier named in the Award Form, or later defined in a Contract; | | |
| "Supplier Equipment" | the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Contract; | | |
| "Supplier Existing IPR" | any and all IPR that are owned by or licensed to the Supplier and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise) | | |
| "Supplier Existing IPR Licence" | means a licence to be offered by the Supplier to the Supplier Existing IPR as set out in Clause 10.3. | | |
| "Supplier Group" | means the Supplier, its Dependent Parent Undertakings and all Subsidiary Undertakings and Associates of such Dependent Parent Undertakings; | | |
| "Supplier Non- Performance" | where the Supplier has failed to: (a) Achieve a Milestone by its Milestone Date; (b) provide the Goods and/or Services in accordance with the Service Levels; and/or (c) comply with an obligation under the Contract; | | |
| "Supplier Personnel" | Supplier staff who will be working on the contract delivery. | | |
| "Supplier Profit" | in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of the Contract for the relevant period; | | |
| "Supplier Profit Margin" | in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage; | | |

| "Supplier Staff" | all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under the Contract; |
|--|---|
| "Supplier's Confidential Information" | (a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier; |
| | (b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with the Contract; |
| | Information derived from any of (a) and (b) above; |
| "Supplier's Contract Manager" | the person identified in the Award Form appointed by the Supplier to oversee the operation of the Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment; |
| "Supply Chain Information Report Template" | the document at Annex 1 of Schedule 18 (Supply Chain Visibility); |
| "Supply Chain Map" | means details of (i) the Supplier, (ii) all Subcontractors and (iii) any other entity that the Supplier is aware is in its supply chain that is not a Subcontractor, setting out at least: |
| | (a) the name, registered office and company registration number of each entity in the supply chain; |
| | (b) the function of each entity in the supply chain; and |
| | the location of any premises at which an entity in the supply chain carries out a function in the supply chain; |
| "Supporting Documentation" | sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Contract detailed in the information are properly payable; |
| "Tech Entrepreneur Network" | Tech Entrepreneur Network is the pilot phase of the currently competed UK-APAC Tech Growth Programme. Following an open competition, Tech Nation was selected as the current provider of the 'Tech Entrepreneur Network', through to end March 2023. Now described as a 'UK-APAC Tech Growth Programme'. The change of name is to reflect more accurately the aims of the programme and refinement of the contract delivery requirements. |
| "Tender Response" | the tender submitted by the Supplier to the Buyer and annexed to or referred to in Schedule 4 (Tender); |

| "Termination Assistance" | the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer pursuant to the Termination Assistance Notice; |
|------------------------------------|--|
| "Termination Assistance Notice" | has the meaning given to it in Paragraph 5.1 of Schedule 30 (Exit Management); |
| "Termination Notice" | a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate the Contract on a specified date and setting out the grounds for termination; |
| "Test Issue" | any variance or non-conformity of the Deliverables or Deliverables from their requirements as set out in the Contract; |
| "Test Plan" | a plan: (a) for the Testing of the Deliverables; and (b) setting out other agreed criteria related to the achievement of Milestones; |
| "Tests and Testing" | any tests required to be carried out pursuant to the Contract as set out in the Test Plan or elsewhere in the Contract and " Tested " shall be construed accordingly; |
| "Third Party IPR" | Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables; |
| "Third Party IPR Licence" | means a licence to the Third Party IPR as set out in Paragraph 1.6 of Schedule 36 |
| "Transparency Information" | the Transparency Reports and the content of the Contract, including any, Publishable Performance Information, and/or any other information arising from the performance of the Contract, and/or any changes to this Contract agreed from time to time, except for — |
| | (a) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Buyer; and (b) Commercially Sensitive Information; |
| "Transparency Reports" | the information relating to the Deliverables and performance of Service Levels pursuant to the Contract which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Schedule 6 (Transparency Reports); |
| "UK GDPR" | Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (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, |

| | together with the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 |
|--------------------------|--|
| "Variation" | means a variation to the Contract; |
| "Variation Form" | the form set out in Schedule 21 (Variation Form); |
| "Variation Procedure" | the procedure set out in Clause 28 (Changing the contract); |
| "VAT" | value added tax in accordance with the provisions of the Value Added Tax Act 1994; |
| "VCSE" | a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives; |
| "Verification Period" | has the meaning given to it in the table in Annex 2 of Schedule 3 (Charges); |
| "Work Day" | 7.5 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day; |
| "Work Hours" | the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks; |
| "Worker" | any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables; and |
| "Working Day" | any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Award Form. |

SCHEDULE 2 (SPECIFICATION)

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Schedule 2 (Specification)

This Schedule sets out what the Authority wants.

For all Deliverables, the Supplier must help the Authority comply with any specific applicable Standards of the Authority.

Contents

- 1. Section 1 Introduction and Background
- 2. Section 2 Entrepreneur Network Aims
- 3. Section 3 Scope of Requirements
- 4. Section 4 Supplier Requirements
- 5. Section 5 Contract Management
- 6. Section 6 Performance Indicators
- 7. Section 7 Summary of Contract Funding

MID-TIER CONTRACT - VERSION 1.1

SCHEDULE 2 (SPECIFICATION)

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1. <u>Introduction and Background</u>

- 1.1. In the March 2020 Budget, the UK government announced funding for a 3-year pilot Digital Trade Network for Asia Pacific (DTN) a joint DBT/DCMS initiative to support UK digital tech businesses to internationalise in the region; attract capital and talent to the UK; and enhance UK digital trade and digital economy collaborations internationally.
- 1.2. Overall, the Digital Trade Network seeks to improve the outcomes in digital trade by bringing together the individual ingredients for the UK's future international tech competitiveness: digital trade policy; digital tech trade and investment promotion; and support for the internationalisation of scaling UK digital tech businesses.
- 1.3. A key element of the Digital Trade Network has been what is currently described as the overseas 'Tech Entrepreneur Network', which helps innovative UK businesses make the leap to new markets by connecting them into local networks using on-the-ground expertise, accelerating their access to capital, customers and talent in the local market. It also seeks to raise the profile of the UK's digital tech sector, promoting its strength, successes and potential as a destination for digital tech businesses, talent and investment. It focuses on contributing to the broader DTN ambition of creating a clear, visible focal point for UK digital tech in the region and raising awareness of the UK as a destination for digital tech businesses.
- 1.4. Following an open competition, Tech Nation was chosen as the current provider of the 'Tech Entrepreneur Network', through to end March 2023. With the DTN pilot now extended to end March 2025, DBT is seeking to appoint a supplier for a 2-year contract, with the option to extend for a further 2 years by way of two twelve month extensions, to continue this work, now described as a 'UK-APAC Tech Growth Programme'. The change of name is to reflect more accurately the aims of the programme and refinement of the contract delivery requirements.

2. UK-APAC Tech Growth Programme Aims

- 2.1. The successful Supplier must deliver the UK-APAC Tech Growth Programme which forms part of the wider DTN. Its key aims are to:
 - 2.1.1. Support UK tech scale ups to internationalise in Asia Pacific, thus increasing the UK's exporting, digital trade and inward investment activity;
 - 2.1.2. Compliment the overall DTN delivery through direct business engagement;
 - 2.1.3. Provide 'hands on' experience and expertise to British founders and digital tech leaders in-market from experienced, well-connected local experts who are able to support UK digital tech businesses.

MID-TIER CONTRACT - VERSION 1.1

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2.2. We expect the services provided under the Contract to deliver the following impacts, outcomes and outputs:

2.2.1. Impacts

- Improved capabilities of UK digital tech companies/ entrepreneurs to trade in Asia Pacific (APAC);
- Improved business performance: employment; turnover; exports; productivity;
- Increased UK digital tech exports to APAC markets;
- Increased private sector investment in UK digital tech companies (£);
- A more competitive and diverse UK digital tech sector;
- Stronger trading relationship between the UK and APAC;
- Innovative products and services of benefit to consumers, business and society.

2.2.2. Outcomes

- Increased knowledge and skills amongst UK digital tech companies on exporting/expanding to APAC;
- Reduced perceived risk and uncertainty amongst UK digital tech companies of working in APAC (market, financial, technological, and regulatory risk);
- Increased number of UK digital tech companies scaling-up/expanding into APAC;
- Increased number and value (£) of contracts secured in APAC (and UK);
- Increased innovation partnerships between UK digital tech and APAC companies (and other organisations);
- Increased interest in UK digital tech from APAC (private investors, VCs, entrepreneurs, businesses, etc.);
- Increased inward investment into the UK (volume and value, £);
- Greater knowledge and influence on trade policy to enable increased digital trade between the UK and APAC;
- Indirect: new or improved products, services, processes developed.

2.2.3. Outputs

- Number and types of businesses/investors engaged;
- Number and type of opportunities identified;
- Number of introductions made to the potential customers, collaborators, partners and investors;
- Number of connections made between UK and Asia Pacific businesses;
- Number of collaborations facilitated;

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- Publications completed (e.g. market intelligence reports, articles, case studies);
- Trade and investment promotion material, events, etc.;
- Number and type of knowledge and capacity building sessions.

3. Scope of Requirements

- 3.1. As part of the DTN the Supplier will deliver the UK-APAC Tech Growth Programme, adding an extra layer of support to UK digital tech companies seeking to scale through international expansion.
- 3.2. The successful Supplier will support innovative, high quality, high growth potential UK digital tech businesses to scale through internationalisation in the Asia Pacific region.
- 3.3. Key markets include, but are not limited to, Japan, Korea, Thailand, Malaysia, Indonesia, Singapore, and Australia. Note that India and China are out of scope.
- 3.4. The Suppliers shall demonstrate capability to deliver activities across sub-regions of Asia Pacific (North East Asia; South East Asia; Australia & New Zealand).
- 3.5. The Supplier must provide company support service to UK digital tech businesses which are set out in section 6. This includes:
 - Promotion of the APAC opportunity to scaling UK digital tech businesses, including market insights, guides and pitchbooks;
 - Evaluation of readiness for internationalisation of prospective recipients of bespoke go-to-market support, including assessment of target markets and potential routes to market;
 - Provision of bespoke go-to-market support to UK scale-ups assessed as ready
 and likely to succeed in internationalisation, such support should be tailored to
 APAC market context, including support which focuses on specific technology
 verticals/markets/size of the companies participating in the
 programme/opportunities that they are seeking in the market, etc;
 - **Investor introductions / guidance**, including support on effective pitching to APAC investors (where required);
 - Access to in-market networks, to deliver a 'soft landing' into the target market through local connections and insights which will accelerate access to capital, customers, and talent;
 - Identification of market opportunities in APAC through reverse pitching and/or business matching sessions tailored to the APAC market with potential APAC buyers/partners;
 - Promotion of the UK's digital tech strengths and ecosystem to Asia Pacific audiences, including a matchmaking service for APAC investors seeking to invest in UK digital tech businesses; and

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- Provision of insights from scaling digital tech businesses to support wider
 DTN activity and inform digital and digital trade policy development.
- 3.6. With regards to scope, the target UK businesses should include innovative high growth businesses operating in the 'tech' or IT sector (typically hardware, software, consultancy businesses), but also 'tech-enabled' businesses, i.e. those delivering products or services using digital technology across any sector of the economy.
- 3.7. Throughout its engagement with businesses, where the Supplier is unable to provide support to a company unsuitable for the Programme, the Supplier should refer companies to existing programmes in DBT, e.g. ESS, DTN Officers, DBT sector teams.
- 3.8. The UK-APAC Tech Growth Programme goes beyond the services currently offered by DBT, providing an additional layer of support to businesses in developing a successful go-to-market strategy, and ensuring businesses that land in the region have access to in-market support and networks to scale and grow their businesses at pace in the region. This ongoing support and convening power is likely to provide a network effect on other UK Government's objectives in the region by ensuring that the UK business community remains closely connected with the HMG network in APAC.
- 3.9. The Supplier will also support wider DTN initiatives such as visits to the region, trade missions and inward missions, promotional events and/or business insights into the work of the DTN.
- 3.10. The Supplier shall take on the running of GBxAsia, a private network for successful British entrepreneurs, investors and senior British tech executives living in Asia Pacific. This is a place to connect with like-minded peers in Asia through access to a programme of exclusive events and the opportunity to come together to celebrate Great British ideas. The Supplier shall use GBx to promote and enable the expansion of the entrepreneurs into other countries across the region.
 - 3.10.1 The Supplier will sign a lease licence agreement directly with GBx for the duration of the Contract, 24 months with the option to extend if the Contract is extended. The fee per 24 months is US\$50,000.00 which will be included in the cost of the Supplier's bid, as outlined in the Pricing Matrix. If the fee is reduced for any reason the Supplier shall only charge the Authority the reduced amount.
 - 3.10.2 The Authority understands from GBx that they are content to enter into an agreement with the Supplier on substantially the same terms as its existing agreement with the incumbent however the Supplier is responsible for agreeing the terms of this agreement with GBx. For the avoidance of doubt, the Authority does not accept liability for the actions of GBx or any arrangements entered into by GBx with the Supplier.
 - 3.10.3 For more information on GBx see Annex 1. Further information can be found at https://www.gbxasia.com/

4. <u>Deliverables</u>

4.1. There is flexibility in the delivery model of the Growth Programme and the Authority encourages Suppliers to be innovative in their approach to delivery. Below we have set the "Mandatory" requirements and the "Optional" requirements under the Contract.

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Where a requirement is stated to be "Mandatory" the Supplier shall be required to deliver that Service. Where a requirement is stated to be "Optional" the Supplier will be required to deliver that Service where it has included that Service in its Tender.

As a minimum the activities delivered by the Supplier must include:

Table 1 - Requirements

| Requireme nt | Requirement specification | Requirement type | | |
|--|---|------------------|--|--|
| 1. Company | Support Service | | | |
| | espoke go-to-market support to UK Scale-ups assessed as ready and ernationalisation. | l likely to | | |
| • • | vill need to have capability to reach potential programme participants, d assess their likelihood for success. | scope business | | |
| A.0 | The Supplier must evaluate readiness for internationalisation of prospective recipients of bespoke go-to-market support, including assessment of target markets and potential routes to market. | | | |
| A.1 | The Supplier must implement the evaluation criteria supplied by the Authority to assess readiness for internationalisation. | Mandatory | | |
| A.2 | The Supplier must establish a consolidated work-list of all enquiries, referrals and requests and track their progress through the programme. | Mandatory | | |
| A.3 | The Supplier must select and be able to demonstrate active support to at least 45 discreet businesses annually in APAC. This support must include one-to-one meetings and investor matching. | Mandatory | | |
| 1.2 Investor introductions, including guidance and support on effective pitching to APAC investors (where required); | | | | |
| B.1 | Facilitation of environments / networks to give access to companies for investment. | | | |
| B.2 | Secure & track successful investments in UK companies on your | Mandatory | | |

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| | programmes. | |
|---------------------------------|--|--|
| B.3 | Training and/or deliverable on effective pitching to APAC Investors. | Mandatory |
| B.4 | Production of lists, guides and comprehensive overview of the environment of Asia Pacific Markets. | Optional |
| B.5 | Match-making efforts for APAC investors looking to invest in UK digital tech businesses. | Mandatory (but flexible form) |
| | tion of market opportunities in APAC through bespoke reverse pitching tching sessions with potential APAC buyers/partners; | and/or |
| C.0 | Arrange a minimum of 7 reverse pitching or business matching sessions with APAC corporates per year. | Mandatory |
| C.1 | Set up one-to-one meetings for UK companies with potential buyers. | Mandatory |
| C.2 | Production of materials to assist with pitching / approaching buyers. | Mandatory (but the form is flexible) |
| connections landing' inclusions | o in-market networks, to deliver a 'soft landing' into the target market the and insights which will accelerate access to capital, customers, and talkides introductions to market and key local tech ecosystem players. It alking UK businesses establish local presence, secure customers and investany regulatory frameworks. | ent. A 'soft lso includes |
| D.0 | Assist (via means of introductions to relevant contacts) at least 40 companies to hire talent and / or establish offices in the APAC region each year. | |
| D.1 | Set up one-to-one meetings for UK companies with potential buyers. Mandato | |
| D.2 | Production of guidance materials and/or workshops to assist with landing and localisation. | |

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| | | flexible) |
|----------------|--|-----------------|
| D3 | Creating 'How-to' guidebooks and advisory materials on hiring talent, securing capital and entering/expanding into APAC markets; | Mandatory |
| 2. | Supporting Government Initiatives and Promoting APAC opport | unities |
| | overnment policies and government initiatives, including visits to the representation requests will be made exclusively by the DTN Delivery Managers. | egion and trade |
| E.0 | The Supplier must support at least 8 government initiatives / inmarket events throughout by attending, collaborating, delivering relevant sessions, hosting visiting trade delegations, providing speakers etc. Volume will be managed carefully with the Delivery Managers, though it is anticipated this will be 8-10 over the full contract period [ad-hoc events]. | Mandatory |
| E.1 | The Supplier must promote relevant government events (if requested by the Delivery Manager) to their community of supported UK tech businesses. | Mandatory |
| E.2 | The Supplier must fulfil it's obligations under the GBx licence. They must also: • Fulfil Secretariat function of GBxAsia, including: • Organising & managing 6 board meetings a year • Preparing meeting papers. • Assume the role of a GBxAsia board member: • One senior Supplier representative in country (Singapore) to sit on the board. • Administration: • Update the GBxAsia website • Organise membership administration including processing applications for GBxAsia for board approval. | Mandatory |
| E.3 | Provide feedback on government initiatives and insight from scaling companies to support wider DTN activity and inform digital and digital trade policy development. | Mandatory |
| 2.2 Support th | ne Indo Pacific tilt by promoting the APAC opportunity to scaling UK di | gital tech |

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| businesses. | | |
|---------------|--|--|
| F.0 | Promotion of the APAC opportunity to scaling UK digital tech businesses, including market insights, guides and pitchbooks. Promotion is measured by the Supplier's ability to publicise a product, organization, opportunity or venture so as to increase public awareness. | Mandatory (but the form is flexible) |
| F.1 | Promotion of the APAC opportunity via attendance at the request of delivery manager of 5-10 UK digital tech events throughout the contract period. Volume will be managed carefully with the Delivery Managers, though it is anticipated this will be 5-10 over the full contract period [ad-hoc events]. | Mandatory |
| 2.3. Promotio | n of the UK's digital tech strengths and ecosystems to Asia Pacific aud | diences. |
| G.0 | The production of at least one report per year on ecosystem strengths. The theme will be decided in consultation with the authority. | Mandatory |
| G.1 | The Supplier will create look-books, pitch-books and showcase materials to showcase the UK companies on offer. | Mandatory |
| G.2 | Delivering events, engagement activities and marketing collaterals to promote the UK digital tech to APAC audiences; these are additional events to the activities outlined in the KPIs. Such events may include but are not limited to supporting wider government activities at London Tech Week, Asia Tech x Singapore, or other regional events [ad-hoc events]. | Mandatory |
| 3. Resourcin | g | |
| H.0 | The supplier must have at least two points of contact (full time managers) in the UK to run operations and to be the primary interface with the Authority. | Mandatory |
| H.1 | The Supplier must deploy In-Market Growth Programme Managers in at least three markets across the Asia Pacific region, covering all three sub-regions (North East Asia, South East Asia, and Australia | Mandatory |

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| | and New Zealand); While focusing predominantly on their country of location, the In-Market Growth Programme Managers will be expected to have capability to deliver activities across their sub-region for the duration of the Contract. These markets must be decided in collaboration with the Authority. | |
|----------|--|-----------|
| 4. Proje | ct Plan and Reporting | |
| 1.0 | The Supplier will develop work packages with clear outputs and outcomes, with the longer term project level impacts that will result from them fully explained, clear and unambiguous. Ideally they should be precise and evidence based as far as possible. | Mandatory |
| I.1 | The Supplier will need to provide a Delivery Plan on the Contract Start Date which sets out milestones and delivery schedules for the Contract Period, explaining how work packages relate to the milestones. The Supplier must make clear any dependencies and assumptions that sit behind the planning and may impact delivery of the project. Any specific practical or financial assistance that the Supplier would like or hope to secure, from partners or sponsors or others, to take the project forward should also be specified. | Mandatory |
| 1.2 | As per Schedules 10 and 13, the provider must produce monthly reports detailing all activity, including progress against agreed Service Levels. | Mandatory |
| I.3 | There is a requirement to stay informed or DBT processes and activities to ensure continued relevance and avoid duplication. These must be detailed in the monthly reports, for more details see section 11, Contract Management. | Mandatory |
| 1.4 | The Supplier will monitor and evaluate the delivery of the Service with verifiable and measurable outputs and impact. | Mandatory |
| 1.5 | The Supplier will coordinate with the UK's Digital Trade Network team in the region and existing DBT and DCMS staff both in the UK and in Asia Pacific to ensure both no overlap in support services and no gaps in support. | Mandatory |

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| 1.6 | The outputs and impact the Supplier predicts need to be verifiable and measurable, and will need to demonstrate additional value to the services already delivered by the Authority. This will be provided in the Supplier's yearly progress report, submitted no later than June of each year of the Contract, including a final impact report in the June following the Contract End Date. The Supplier will need to align their approach to the evaluation framework that the standard HMG evaluation best practice and guidance provided by DBT. | Mandatory |
|----------------------------------|--|-----------|
| 1.7 | Evidence of the quality of support delivered by the Supplier needs to be evaluated and monitored, e.g. through a Net Promoter Score or other appropriate methodology. Evaluation strategy will be agreed jointly between the Authority and the Supplier. | Mandatory |
| There is flexible will encourage | n and Added Value collity in the delivery model of the UK-APAC Tech Growth Programme as the bidders to be innovative in their approach to delivery in order to province (VfM), efficiency, innovation and greatest impact. | • |
| J.0 | Supplier will need to identify opportunities for innovation within the delivery of the contract, to enable businesses to respond quickly and appropriately to the needs of the market. | Mandatory |
| 6. Supplier 0 | Capability | |
| K.0 | The Supplier must have demonstrable expertise in supporting digital tech businesses to scale successfully. | Mandatory |
| K.1 | The Supplier must have the expertise and technical capability and capacity to build quickly a pipeline of UK digital tech companies deemed export-ready. Suppliers must demonstrate they would be able to reach and recruit companies across the whole of the UK. | Mandatory |
| K.2 | The Suppliers must have extensive knowledge of the UK tech networks, ecosystems and their strengths. They should also either have similar existing knowledge of Asia Pacific tech networks, ecosystems and strengths, or demonstrable ability to rapidly develop this (e.g. based on relevant previous experience). | |

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| 7. Social Value. | | | | | |
|------------------|--|-----------|--|--|--|
| See the Social | See the Social Value Model for guidance. Suppliers must demonstrate how they will: | | | | |
| L.0 | Tackle economic inequality creating opportunities for entrepreneurship and help new organisations to grow, particularly supporting businesses outside of London. | Mandatory | | | |
| L.1 | Create an action plan to identify and manage the risks of modern slavery in the delivery of the contract, including in the supply chain. | Mandatory | | | |

5. Contract Management

- 5.1. DBT will nominate a Contract Manager who will be responsible for the day-to-day technical management of the contract. Delivery Managers will oversee the delivery of Contracted services.
- 5.2. The Contract delivery will fall under broader Digital Trade Network programme management structures.
- 5.3. The Senior Responsible Owner (SRO) for the contract management will be His Majesty's Trade Commissioner for Asia Pacific. The DTN Governance Board will oversee financial arrangements including this Contract as well as monitoring performance and benefits realisation.
- 5.4. DBT Contract Manager will be responsible for managing any changes to the contract.
- 5.5. Delivery Managers (in DBT and DCMS) will oversee the contract delivery on a day-today basis including performance management and being the point of escalation for any issues arising relating to Contract delivery.
- 5.6. The Contract-with the Supplier will be required to prepare a Delivery Plan as stated in I.1 of section 2 in Table 1 The Requirements, to be agreed with the SRO. The Delivery Plan will include: a forecasted budget; details of the proposed activities; a risk assessment; and benefits coming from the project.

5.7. Supplier Personnel:

Table 2 - Supplier Personnel

| Roles | Responsibilities |
|-------------------------------|--|
| Senior Accountable Officer | A senior designated representative within the supplier organisation who is given the ultimate responsibility for the delivery of the contract. |

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| | This person should be available in case of any issues that require escalation on the supplier side and to QA deliverables before they reach DBT. This person should have previous experience of similar projects. The Senior Accountable Officer cannot be replaced until completion unless there are extenuating circumstances that makes this no longer available. DBT should receive notice if this person will change and the replacement must be of the same seniority, with the similar experience. |
|--|--|
| In-Market Growth Programme Managers x 3 | In-Market Growth Programme Managers – experienced tech sector experts based in Asia Pacific – and managed by Contract Holder - who can provide the bridge between scaling UK digital tech companies and regional tech ecosystems. With local expertise, knowledge and networks, they provide added capacity to accelerate UK scaling tech businesses' access to capital; to customers; and to talent in these regions. Through their knowledge and networks, they also hold convening capacity to bring UK and local tech entrepreneurs for supporting wider UK Government objectives in the region. |
| UK-based Engagement & Delivery Managers x 2 | UK-based Engagement & Delivery Managers are responsible for day-to-day delivery of the Contract, including regular communication with the Authority and progress updates. |

6. Performance Indicators (PIs)

6.1 PIs will be used to measure the supplier's performance and will be reviewed at monthly and quarterly service reviews. These will not fall under the Service Levels outlined in Schedule 10.

| Table 4 - Performance Indicators | | | | | |
|----------------------------------|--|---|---|---|-----------------|
| Metric | Performanc e Indicator (PI) | How will the PI be measured | Failing PI | Meeting PI | Exceeding PI |
| Contract management | Key contract management personnel to attend | Monthly attendance rates to be reviewed at | <99% attendance at monthly and quarterly | 100% attendance at monthly and quarterly | N/A |

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| | monthly contract management meetings and to attend quarterly reviews and annual review meetings | the quarterly service review meetings. | service review meetings | service review meetings | |
|------------------------|---|--|---|---|--|
| Continuous improvement | Feedback from the authority and monitoring and evaluation | Demonstrati on of adaptation based on the feedback in quarterly meetings. | No evidence / evidence not satisfactory (according to authority) | Demonstrati on made to the satisfaction of the authority | Demonstrati on made with written evidence of change and testimonials from companies |
| Innovation | Innovation in the delivery of the programme | Respond to demands / make innovations based on needs of the sector. | No evidence/ evidence not satisfactory (according to the authority) | Some demonstratio n made to the satisfaction of the authority | Demonstrati on made with written evidence of change and testimonials from companies |
| Social Value | Tackling economic inequality | No. of businesses from outside London supported per year.i.e. being engaged with 2 or more elements of the Company | Less than 20 | At least 30 | 40 or more businesses |

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| Support Service. Measured quarterly. | |
|--------------------------------------|--|
|--------------------------------------|--|

7. Summary of Contract Funding



- 7.3 The successful Supplier will be expected to start work no later than 1st April 2023.
- 7.4 The successful Supplier will need to submit yearly progress reports by the end of each Financial Year, with a final report reflecting on the impact of the activities delivered under the Contract no later than end June of the year of the contract, including the June following the Contract End Date.

Schedule 3 (Charges)

1. Definitions

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

"Anticipated the anticipated Supplier Profit Margin over the Contract

Contract Life Profit Period;

Margin"

"Core Costs"

means the Operational Costs and the Staff Costs;

"Events" means the London Tech Week and Reverse Pitching Japan;

"Exit Costs" means the exit costs set out in table 2 of Annex 1;

"Implementation and Transition Fee"

means the implementation and transition costs set out in

table 1 of Annex;

"Maximum Permitted Profit

Margin"

means the Anticipated Contract Life Profit Margin plus 5%;

"Operational Costs" means the operational costs set out in table 3 of Annex 1

including for the avoidance of doubt any operational costs

relating to the Events;

"Staff Costs" means the staff costs set out in table 6 of Annex 1 including

for the avoidance of doubt any staff costs relating to the

Events: and

"Termination

Costs"

means the termination costs set out in table 7 of Annex 1.

2. How Charges are calculated

- 2.1 The Charges:
 - 2.1.1. shall be calculated in accordance with the terms of this Schedule;
- 2.1.2. cannot be increased except as specifically permitted by this Schedule and in particular shall only be subject to Indexation where specifically stated in the Award Form; and
- 2.2 Any variation to the Charges payable under a Contract must be agreed between the Supplier and the Buyer and implemented using the procedure set out in this Schedule.

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3. The pricing mechanisms

- 3.1 The Charges consist of the following elements:
- 3.1.1. The Implementation and Transition Fee which shall be a firm cost invoiced monthly in accordance with the Implementation Plan and the Contract terms;
- 3.1.2 The Core Costs which shall be a fixed cost invoiced monthly in accordance with the payment schedule set out in Annex 2 to this Schedule;
- 3.1.3. The Exit Costs which shall be a fixed cost paid to the Supplier on Contract expiry in accordance with the Exit Plan and the Contract terms;
- 3.1.4. The Termination Costs which shall be the maximum amount payable to the Supplier for the relevant Contract Year in the event the Contract terminates under Clause 14.3 or the Supplier terminates the Contract under Clause 14.6.1 or 27.5; and
- 3.1.5. Any costs agreed under a Statement of Work which shall be paid in accordance with the relevant Statement of Work.

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

- 4.1. The Charges can also be varied (and Annex 1 will be updated accordingly) due to:
 - 4.1.1. a Specific Change in Law in accordance with Clauses 28.6 to 28.8;
- 4.1.2. a request from the Supplier, which it can make at any time, to decrease the Charges; and
- 4.1.3. indexation, where Annex 1 states that a particular Charge or any component is "subject to Indexation" in which event Paragraph 5 below shall apply.

5. When the Charges are linked to inflation

- 5.1. Where the Charges are stated to be "subject to Indexation" they shall be adjusted in line with changes in the Consumer Price Index ("CPI"). All other costs, expenses, fees and charges shall not be adjusted to take account of any inflation, change to exchange rate, change to interest rate or any other factor or element which might otherwise increase the cost to the Supplier.
 - 5.2. Charges shall not be indexed during the first (1) year following the Start Date.
- 5.3. Where Annex 1 states a Charge is subject to Indexation then it will be indexed on the date which is one (1) year after the Start Date to reflect the percentage change in the CPI since the Start Date. They shall be indexed on each following yearly anniversary to reflect the percentage change in the CPI since the previous change. Any Charges adjustments linked to inflation will be capped at the lower of the CPI or up to 5% per year.
 - 5.4. Where the CPI Index:

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- 5.4.1. used to carry out an indexation calculation is updated (for example due to it being provisional) then the indexation calculation shall also be updated unless the Buyer and the Supplier agree otherwise;
- 5.4.2. is no longer published, the Buyer and the Supplier shall agree a fair and reasonable replacement that will have substantially the same effect.

6. When you will be reimbursed for travel and subsistence

- 6.1. Expenses shall only be recoverable where:
 - 6.1.1. the Award Form states that recovery is permitted; and
- 6.1.2. they are Reimbursable Expenses and are supported by Supporting Documentation.
- 6.1.3. The Buyer shall provide a copy of their current expenses policy to the Supplier upon request.

Annex 1: Rates and Prices

Table 1: Firm Contract Cost

The rates below shall not be subject to variation by way of indexation:

| Impler | nentation & Transition | | | | |
|---|--------------------------|--|--|--|--|
| Note these costs will be paid in line with the Implementation Plan to be submitted by the Supplier in Schedule 8. | | | | | |
| Description | Firm Contract Cost | | | | |
| Capital & Operational Expenditure | Pricing template – Tab D | | | | |
| Personnel Expenditure | Pricing template – Tab D | | | | |
| Termination | | | | | |
| Termination | Pricing template – Tab J | | | | |
| Exit | | | | | |
| Note these costs will be paid in line with the Exit Plan to be submitted by the Supplier in Schedule 30. | | | | | |
| Exit and De-mobilisation Costs | Pricing template – Tab I | | | | |

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Table 2: Fixed Contract Cost

The rates below shall be charged by monthly instalments and be subject to variation by way of Indexation:

| Capital And Operational Expenditure | | | | |
|-------------------------------------|--|--|--|--|
| Fixed Contract Cost | | | | |
| Pricing template – Tab E | | | | |
| Core Services | | | | |
| Fixed Contract Cost | | | | |
| Pricing template – Tab F | | | | |
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Annex 2

Core Costs Payment Schedule

The supplier will charge monthly in arrears.

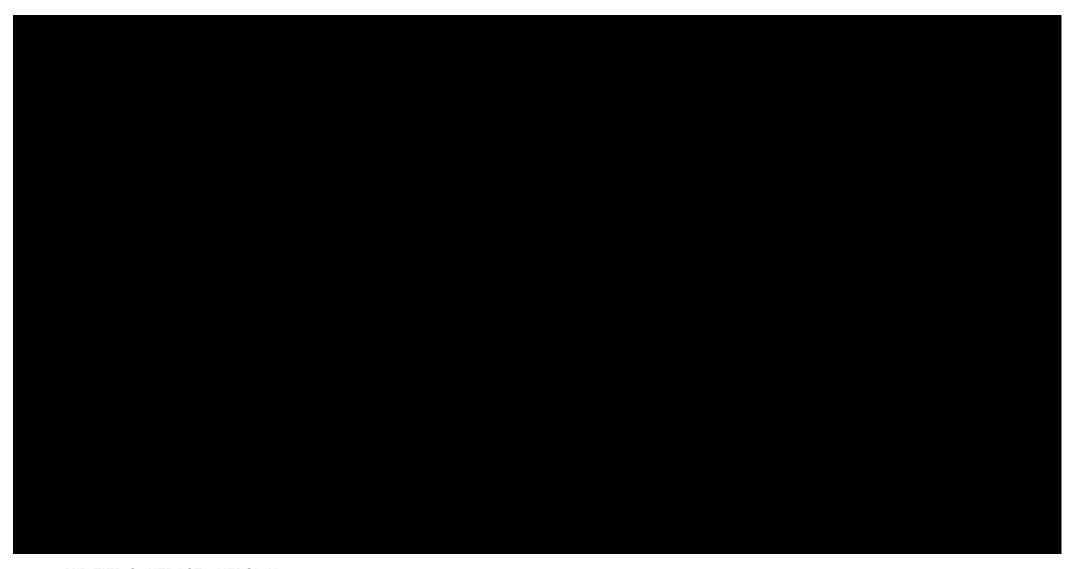
Implementation and transition costs

| Charge | Description | Full and compre description of w cost type covers purpose | hat the and the | Quantity | Total £ |
|--------------|--|--|------------------------------|------------|---|
| | | | | | |
| | | | | | |
| | | | | | |
| | Short | No of | | | |
| Role Title & | description of responsibility in implementat | ies Days during | Number of personnel required | Daily cost | Total Pay Cost (inc. Profit/Mark-up) |
| | | | | | |
| | | | | | |

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Staff costs



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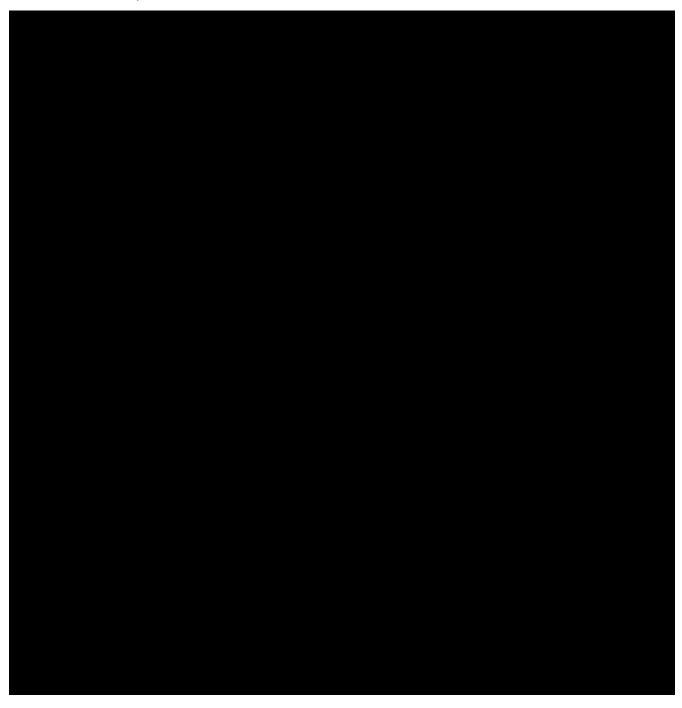
| The below are not additional costs, but costs which are already captured within the Operational Cost tab. This is to get a breakdown on how this service will be delivered. |
|---|
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| Exit and termination costs |
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Schedule 4 (Tender)

A01: Programme Vision, Proposal & Mechanics

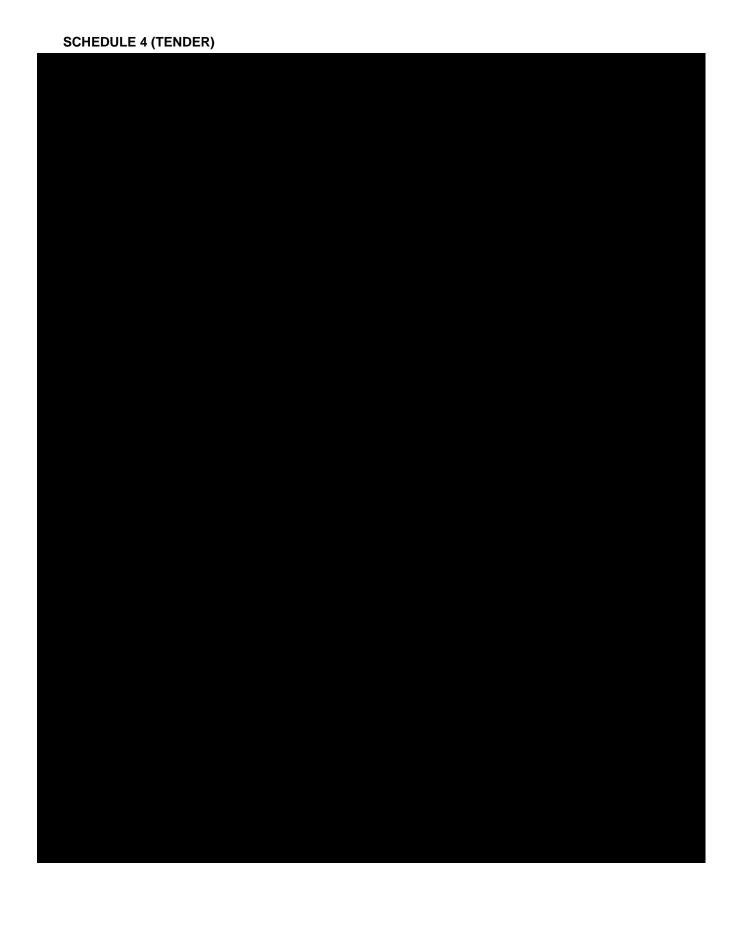
Please explain how you will deliver the UK – APAC Growth Programmes. As a minimum this should address all elements of section 1.1. - 1.4 of table 2, and the impact and outcomes stated in Schedule 2 Specification.

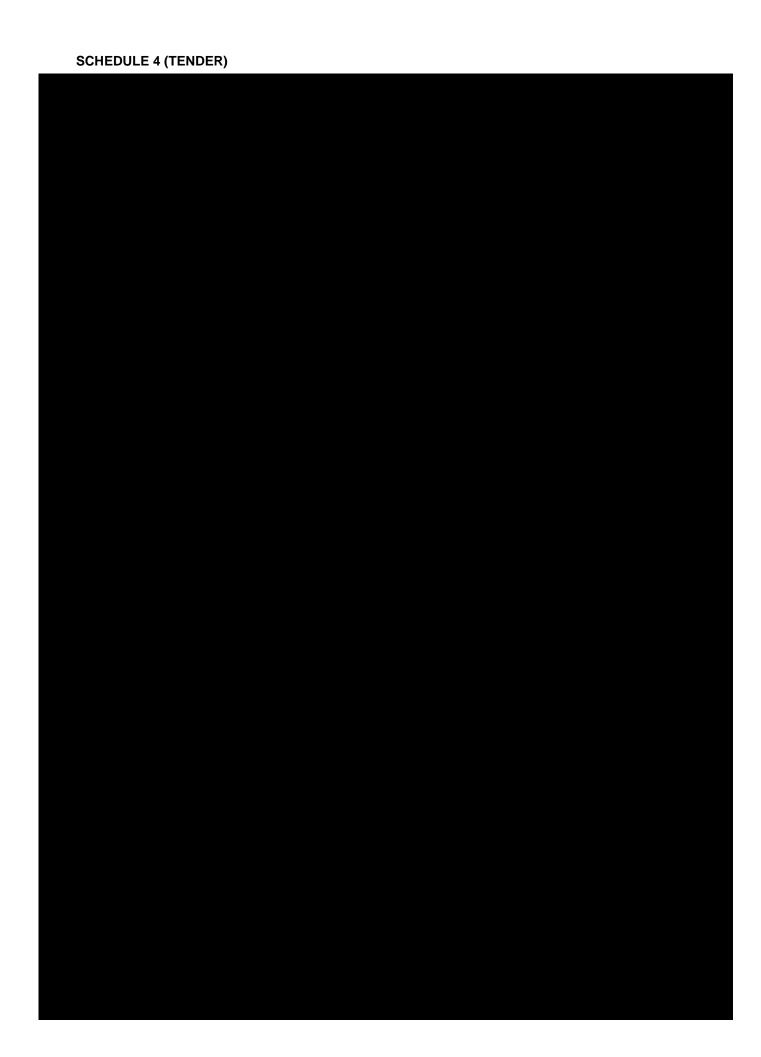




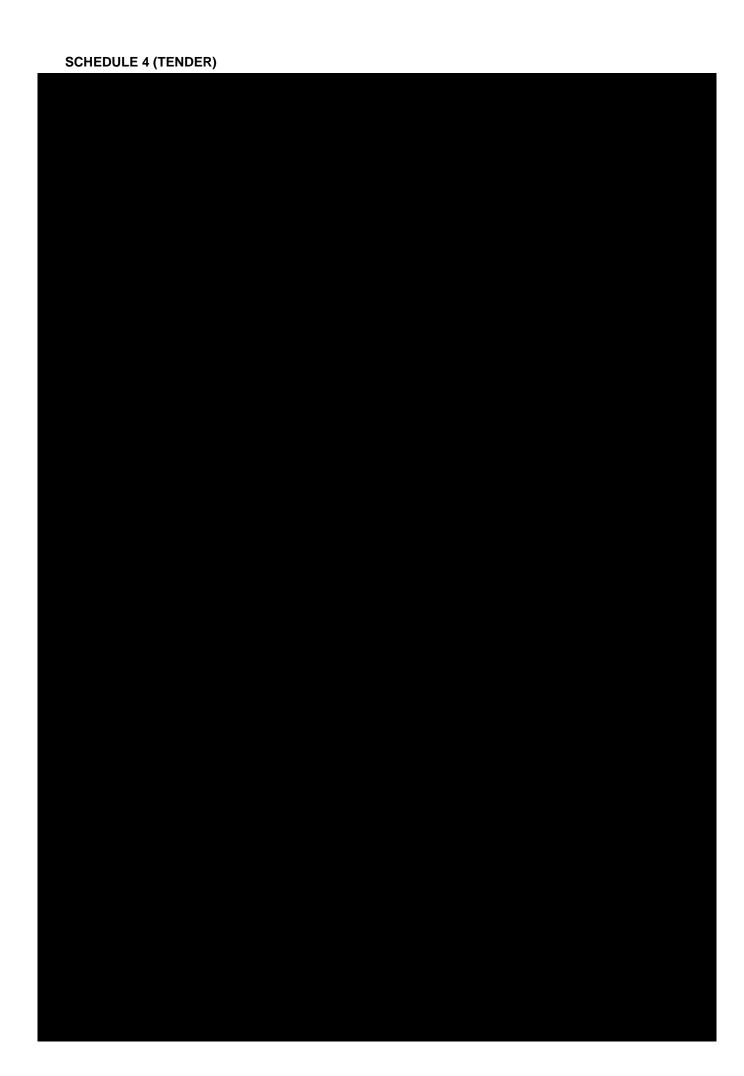
SCHEDULE 4 (TENDER)

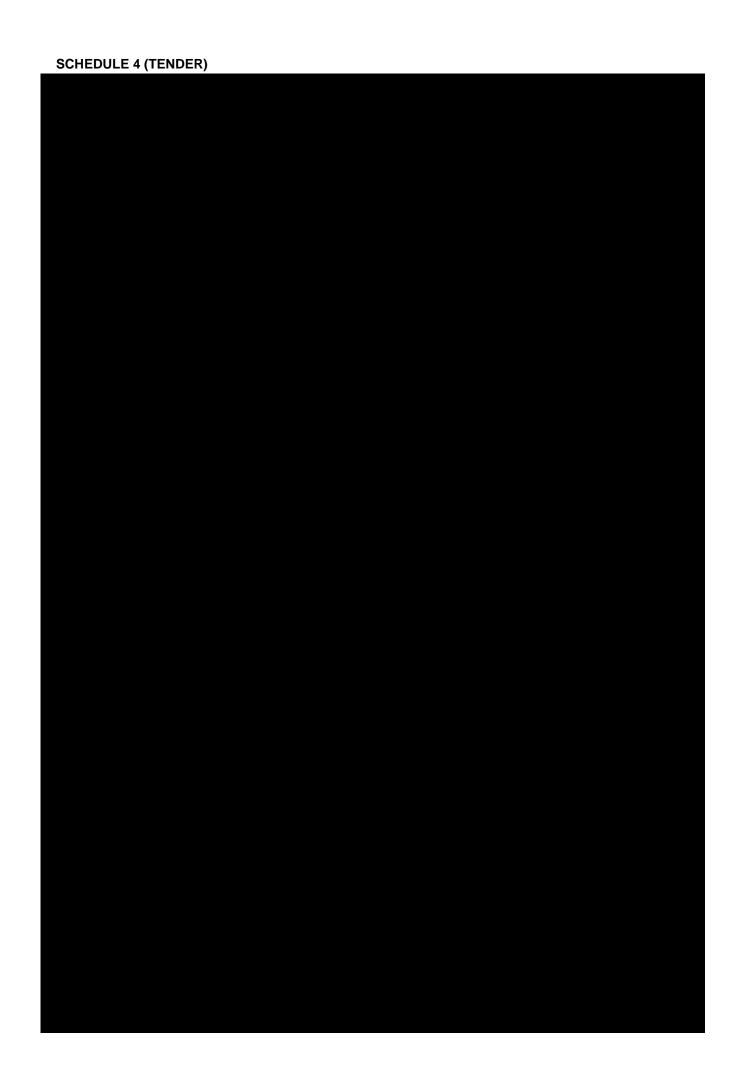
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SCHEDULE 4 (TENDER)



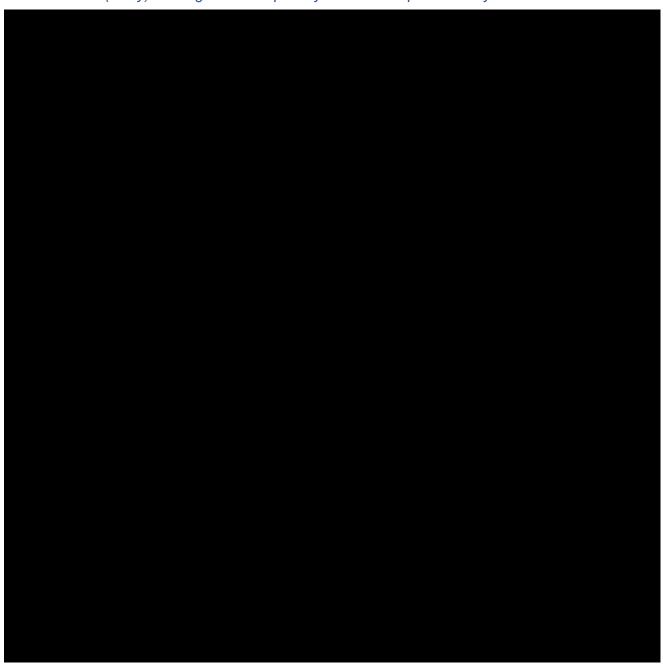


A02: Identification of Market Opportunities & Fostering relationships with potential buyers

Please explain in a more detail how you will support businesses in identifying market opportunities by developing deep connections with corporate buyers. As a minimum this should address all elements of section 1.3 of table 2, and the impact and outcomes stated in Schedule 2 Specification.

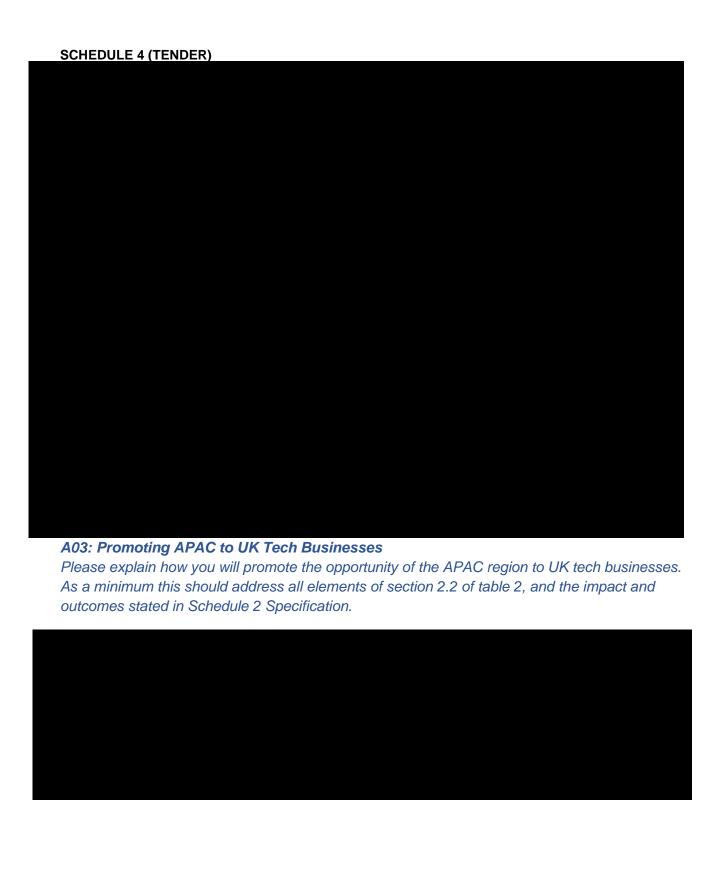
Please include as part of your response:

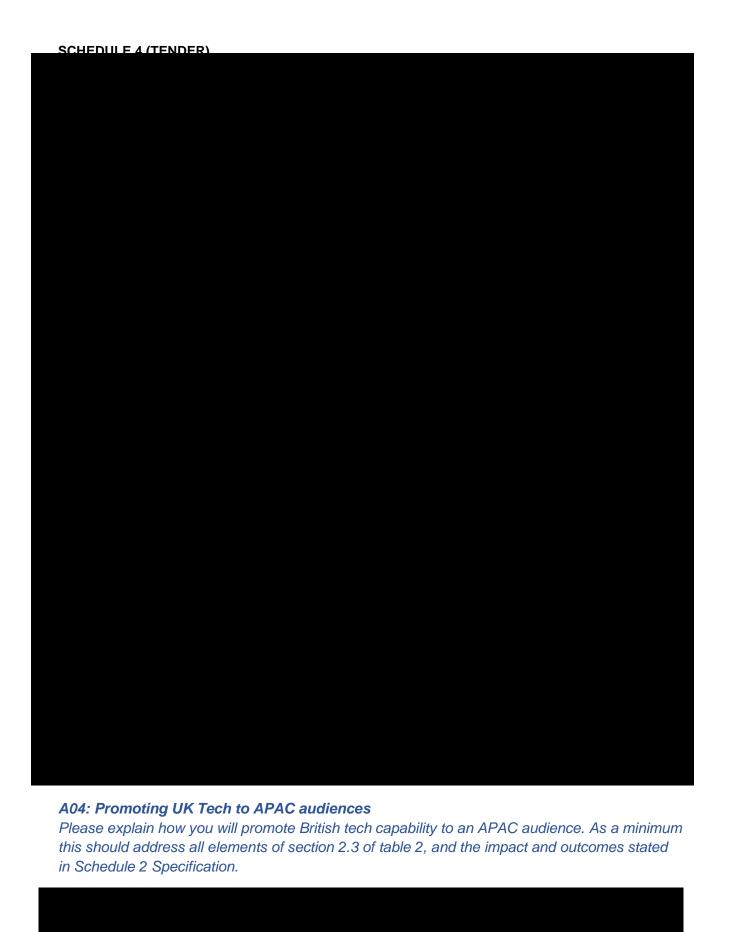
- How you intend to work with the Authority to ensure the avenue / relationship is accessible and sustainable for the UK Government going forward?
- How will you go about building relationships in the region with potential buyers?
- What (if any) existing relationships do you have with potential buyers?





| SCHEDULE 4 (TENDER) | | |
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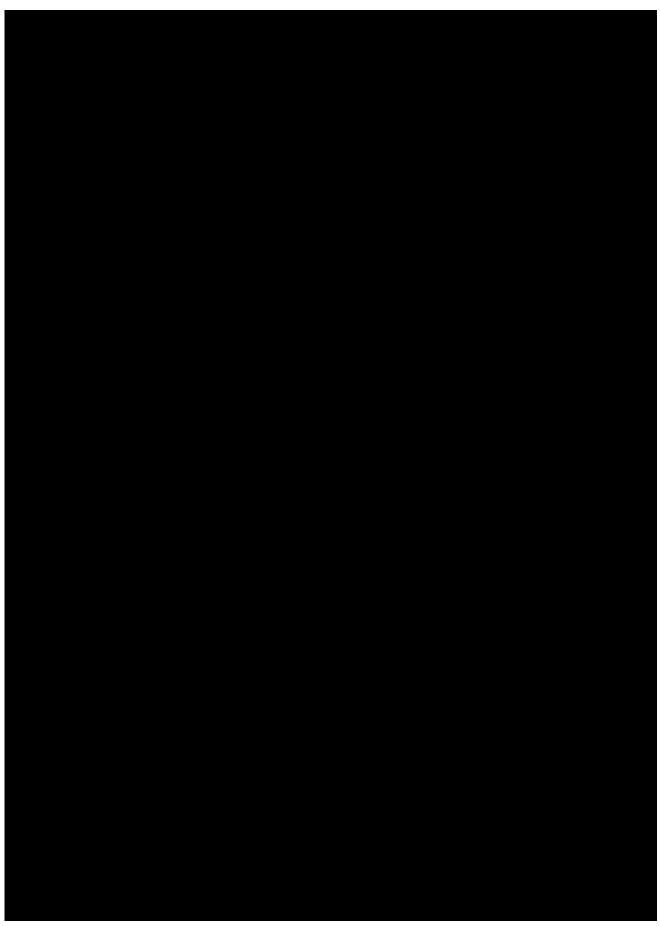




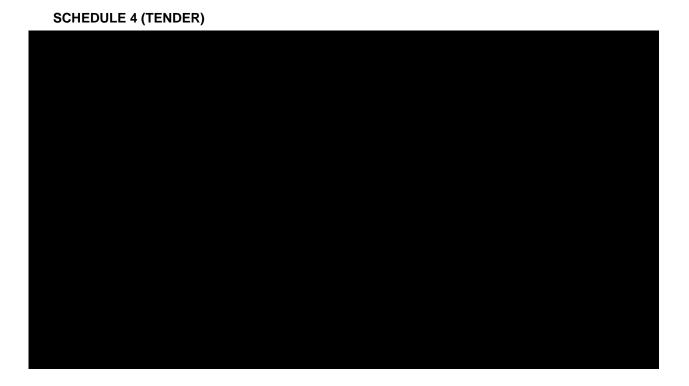
Please explain how the services will be resourced by you. As a minimum this should address all elements of section 3 in table 2 of Schedule 2 Specification. Please include as part of your response: An assessment of the likely knowledge, experience and skills requirements for delivery of the Services. Identification of priority areas for staff development How the Tenderer's staff capability gaps will be identified and addressed The ongoing approach that will be taken by you to assess and manage the Tenderer's staff capability.

SCHEDULE 4 (TENDER)

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| SCHEDULE 4 (TENDER) | |
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A06: Delivery Plan Development and Reporting Processes

Please explain the Tenderer's proposed project plan. Please include as part of your response: Set up timelines and timeframes needed to be fully operational · Mechanism for reporting throughout the lifetime of the Contract. As a minimum this should address all elements of table 2 stated in Schedule 2 Specification, excluding I.1.



SCHEDULE 4 (TENDER)

SCHEDULE 4 (TENDER)



A07: Innovation and Added Value

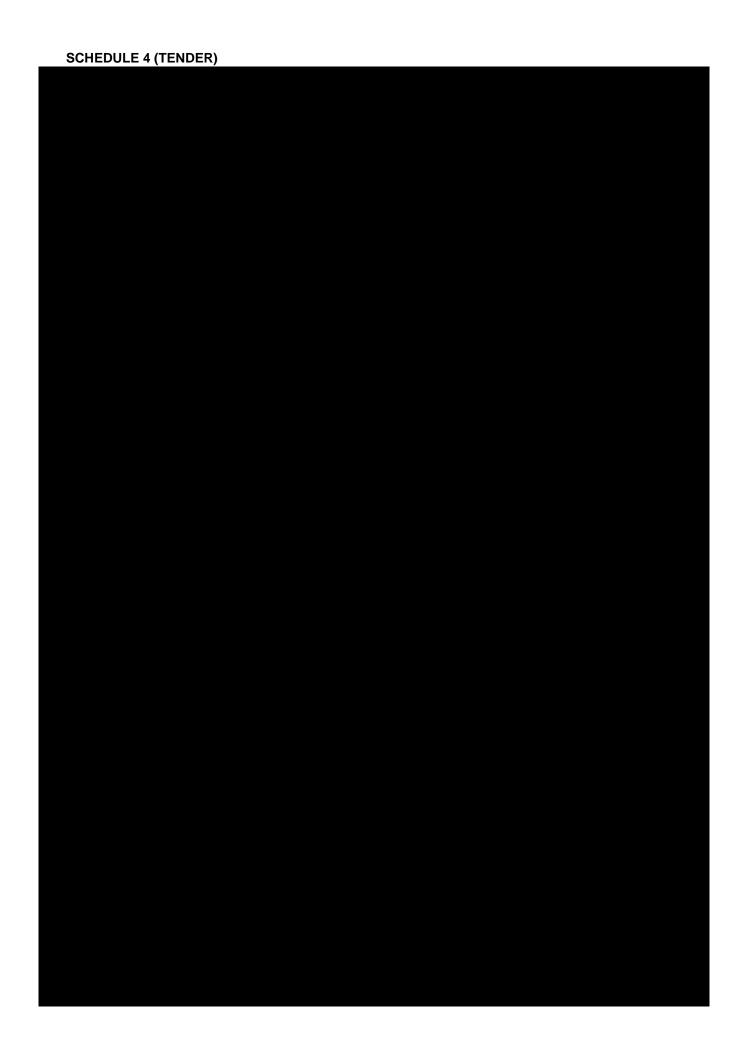
Please explain how the Tenderer will demonstrate innovation and added value within the delivery of the Contract. As a minimum this should address all elements in section 5 of table 2 in Schedule 2 Specification. Please include as part of your response:

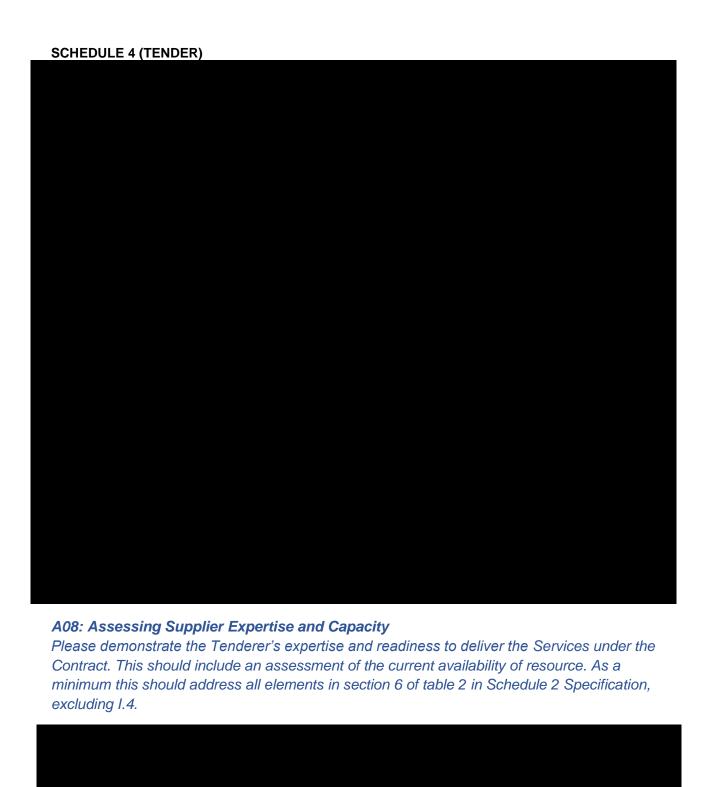
Details of any specific assets or capabilities that the Tenderer can use to meet and exceed the delivery of the Service e.g. a platform for business matching, tailored business screening process, specific business upskilling training/platform/other resources that they can readily lift. Provision of additional, relevant business support services.

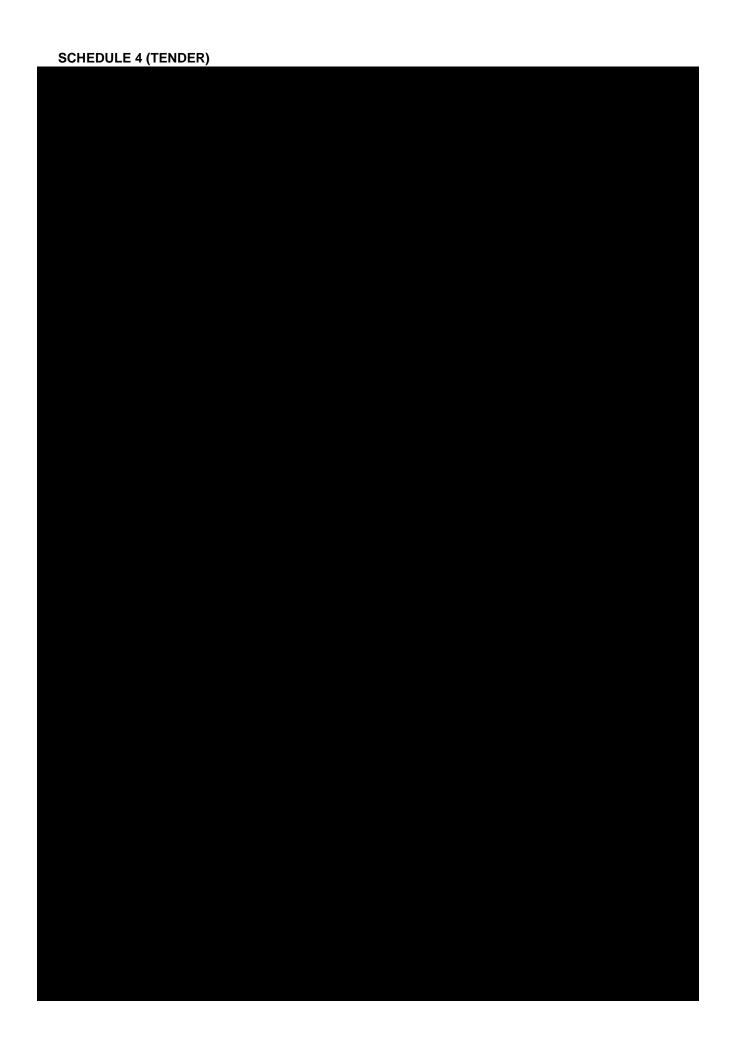
Whether any of your wider services could be added to their offer to deliver more extensive programme, e.g. if the Tenderer has a legal or IP protection team, M&E team, investor relations team that could be leveraged and integrated into the programme offering, Sharing specialist expertise with, and building capacity within, the Civil Service.













A09: Delivering activities during London Tech Week

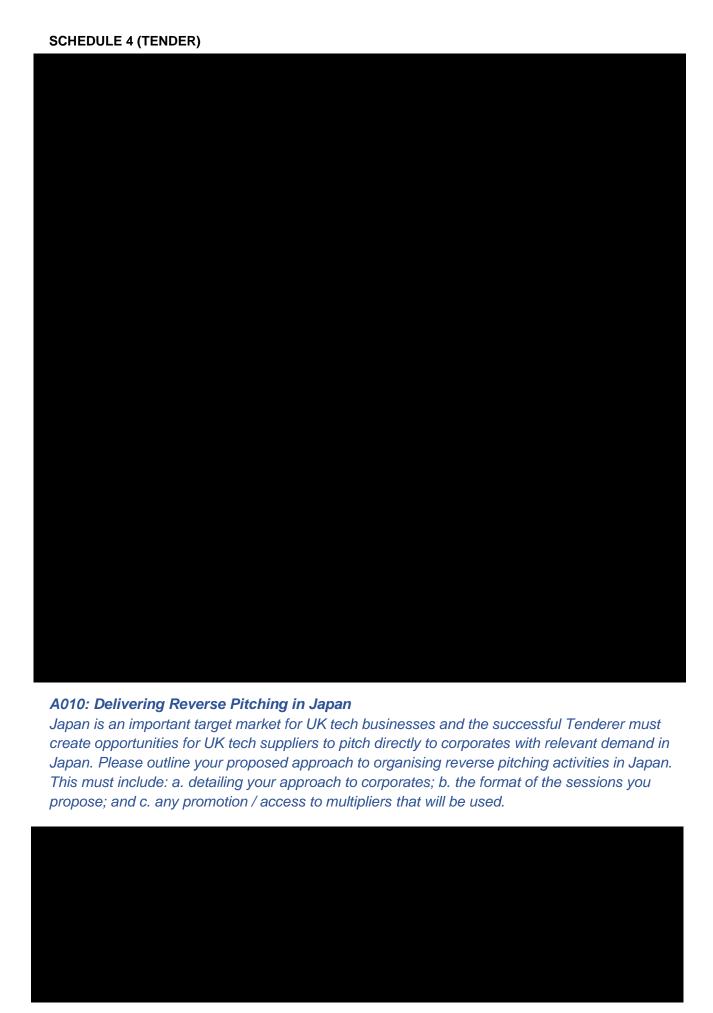
London Tech Week is an industry festival hosted by Informa and is an important part of the Authority's calendar and in 2023, will take place between the 12 and 16th June. Please outline the your proposed approach to hosting activities and/ or events on behalf of the Authority, which take advantage of incoming businesses from Asia Pacific, to service the needs of the UK businesses being supported and how you plan to help contribute to the Authority's wider goals, including the Indo-Pacific tilt.

Please include as part of your response:

- a. proposed activities.
- b. Details about form and suggested venue.
- c. Proposed activations

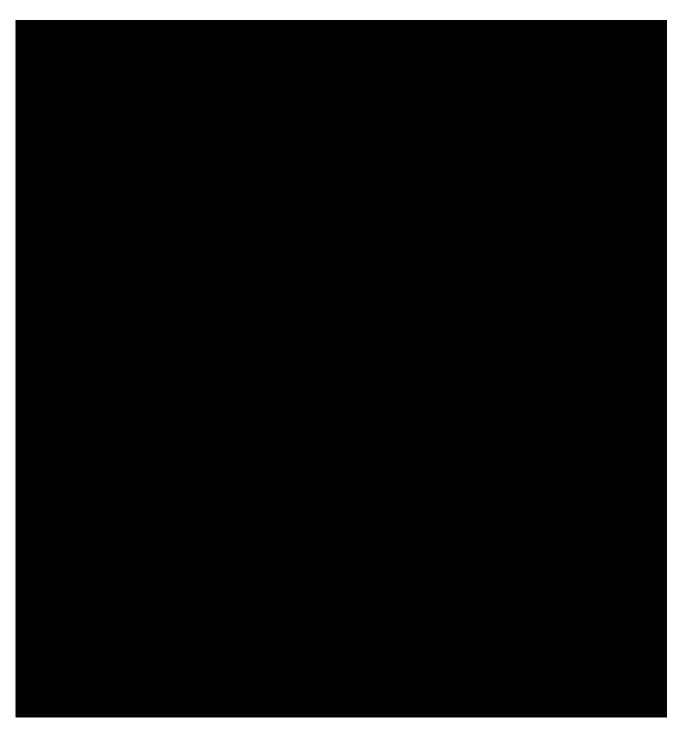






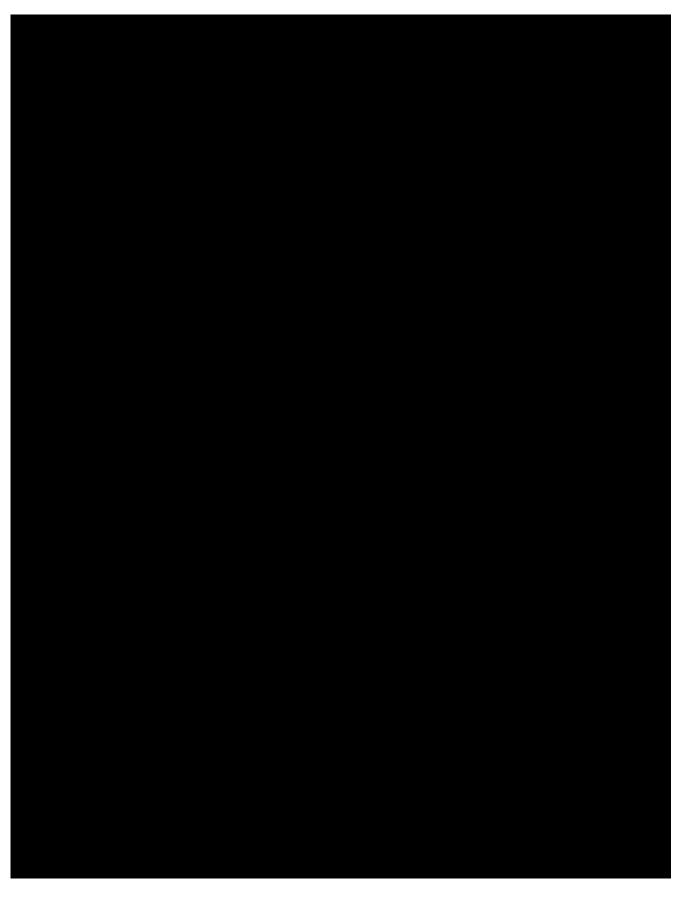






A011: Delivering Ad-hoc Events

Some of the Services to be delivered under the Contract will be delivered on an ad-hoc basis at the request of the Delivery Manager. These services are referred to in clauses E.0, F.1, & G2 to in section 7 of table 2 in Schedule 2 the Specification. The Supplier must ensure these are factored into their overall Tender to ensure the Contract is delivered within the annual budget of £1,330,000 outlined in the specification of requirements. Please explain how you will deliver these Services and include as a minimum: Which elements of these Services will be delivered in-house or outsourced. The amount and percentage of your pricing bid which is allowed for these additional Services (costs will be agreed as part of a SoW).



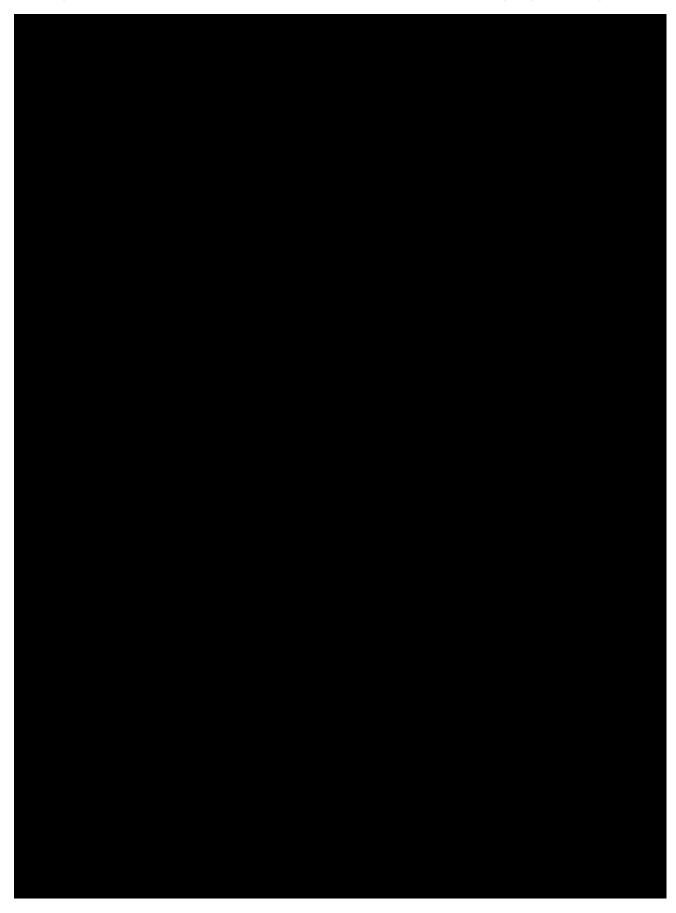
A012: Tackling Economic Inequality and Modern Slavery

Please explain how the Tenderer will address the issues of economic inequality and the risks of modern slavery in the delivery of the Contract. As a minimum this should address all elements

SCHEDULE 4 (TENDER)

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in section 7 of table 2 in Schedule 2 Specification. Please include as part of your response: A supply chain map and the steps taken to reduce the risk of modern slavery in your supply chain.





SCHEDULE 5 (COMMERCIALLY SENSITIVE INFORMATION)

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Schedule 5 (Commercially Sensitive Information)

1. WHAT IS THE COMMERCIALLY SENSITIVE INFORMATION?

- 1.1 In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.
- 1.2 Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Award Form (which shall be deemed incorporated into the table below).
- 1.3 Without prejudice to the Buyer's obligation to disclose Information in accordance with FOIA or Clause 20 (When you can share information), the Buyer will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

| No. | Date | Item(s) | Duration of Confidentiality |
|-----|---------------|------------------|--------------------------------|
| | [insert date] | [insert details] | [insert duration] |

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SCHEDULE 6 (TRANSPARENCY REPORTS)

- 1.1 The Supplier recognises that the Buyer is subject to PPN 01/17 (Updates to transparency principles v1.1 (https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles). The Supplier shall comply with the provisions of this Schedule in order to assist the Buyer with its compliance with its obligations under that PPN.
- 1.2 Without prejudice to the Supplier's reporting requirements set out in the Contract, within three (3) Months of the Start Date the Supplier shall submit to the Buyer for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.
- 1.3 If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.
- 1.4 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in the Annex of this Schedule.

ANNEX A: LIST OF TRANSPARENCY REPORTS

| Title | Content | Format | Frequency |
|---------------------------|--|--------------|-----------|
| Performance targets | Publishing the Service Levels and Performance Indicators outlined in Schedules 2 and 10. | PDF Document | Annual |
| Performance management | DBT assessment of Supplier performance against Service Levels and Performance Indicators outlined in Schedules 2 and 10. | PDF Document | Annual |
| Key Subcontractors | Publishing the Key Subcontractors assisting the Supplier deliver the Contract as defined in the Core Terms. | PDF Document | Annual |

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Schedule 7 (Staff Transfer)

DEFINITIONS

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

"Admission Agreement"

as defined in Part D;

"Employee Liability" all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:

- redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
- (b) unfair, wrongful or constructive dismissal compensation;
- (c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
- (d) compensation for less favourable treatment of part-time workers or fixed term employees;
- (e) outstanding debts and unlawful deduction of wages including any PAYE and National Insurance Contributions in relation to payments made by the Buyer or the Replacement Supplier to a Transferring Supplier Employee which would have been payable by the Supplier or the Subcontractor if such payment should have been made prior to the Service Transfer Date and also including any payments arising in respect of pensions;

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

any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;

"Fair Deal Employees"

as defined in Part D;

"Former Supplier"

a supplier supplying the Services to the Buyer before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any subcontractor of such supplier (or any subcontractor of any such subcontractor);

"New Fair Deal"

the revised Fair Deal position set out in the HM Treasury guidance: "Fair Deal for staff pensions: staff transfer from central government" issued in October 2013 including:

- (a) any amendments to that document immediately prior to the Relevant Transfer Date;
- (b) any similar pension protection in accordance with the Annexes D1-D3 inclusive to part D of this Schedule as notified to the Supplier by the Buyer;

"Notified Subcontractor"

a Subcontractor identified in the Annex to this Schedule to whom Transferring Buyer Employees and/or Transferring Former Supplier Employees will transfer on a Relevant Transfer Date;

"Old Fair Deal"

HM Treasury Guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions" issued in June 1999 including the supplementary guidance "Fair Deal for Staff pensions: Procurement of Bulk Transfer Agreements and Related Issues" issued in June 2004:

"Partial Termination"

the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 14.4

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(When the Buyer can end this contract) or 14.6 (When the Supplier can end the contract);

"Replacement Subcontractor"

a subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any subcontractor of any such subcontractor);

"Relevant Transfer"

a transfer of employment to which the Employment Regulations applies;

"Relevant Transfer Date"

in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place, and for the purposes of Part D and its Annexes, where the Supplier or a Subcontractor was the Former Supplier and there is no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the Supplier (or Subcontractor), references to the Relevant Transfer Date shall become references to the Start Date;

"Service Transfer"

any transfer of the Services (or any part of the Services), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;

"Service Transfer Date"

the date of a Service Transfer or, if more than one, the date of the relevant Service Transfer as the context requires;

"Staffing Information"

in relation to all persons identified on the Supplier's Provisional Supplier Staff List or Supplier's Final Supplier Staff List, as the case may be, , all information required in ANNEX E2: STAFFING INFORMATION (*Table of Staffing Information*) in the format specified and with the identities of Data Subjects anonymised where possible. The Buyer may acting reasonably make changes to the format or information requested in ANNEX E2: STAFFING INFORMATION from time to time.

"Statutory Schemes"

means the CSPS, NHSPS or LGPS as defined in the Annexes to part D of this Schedule;

"Supplier's Final Supplier Staff List"

a list provided by the Supplier of all Supplier Staff whose will transfer under the Employment Regulations on the Service Transfer Date;

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Employees"

"Supplier's a list prepared and updated by the Supplier of all Supplier Staff who are at the date of the list wholly or mainly engaged in or assigned to the provision of

the Services or any relevant part of the Services which it is envisaged as at the date of such list will

no longer be provided by the Supplier;

"Transferring Buyer those employees of the Buyer to whom the

Employees" Employment Regulations will apply on the Relevant

Transfer Date; and

"Transferring in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment

Regulations will apply on the Relevant Transfer

Date.

"Transferring those employees of the Supplier and/or the

Supplier Supplier's Subcontractors to whom the Employment **Employees**" Regulations will apply on the Relevant Transfer

Date.

INTERPRETATION

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

WHICH PARTS OF THIS SCHEDULE APPLY

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

- 3.1 Part C (No Staff Transfer On Start Date)
- 3.2 Part D (Pensions)
 - 3.2.1 Annex D1 (CSPS)
 - 3.2.2 Annex D2 (NHSPS)
 - 3.2.3 Annex D3 (LGPS)
 - 3.2.4 Annex D4 (Other Schemes)
- 3.3 Part E (Staff Transfer on Exit)
 - 3.3.1 Annex E1 (List of Notified Subcontractors)
 - 3.3.2 Annex E2 (Staffing Information)

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Part C: No Staff Transfer on the Start Date

1. WHAT HAPPENS IF THERE IS A STAFF TRANSFER

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

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

- a) the Buyer will indemnify the Supplier and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Buyer's employees referred to in Paragraph 1.2 provided that the Supplier takes, or shall procure that the Notified Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities; and
- b) the Buyer will procure that the Former Supplier indemnifies the Supplier and/or any Subcontractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2 provided that the Supplier takes, or shall procure that the relevant Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 1.3 If any such person as is described in Paragraph 1.2 is neither re employed by the Buyer and/or the Former Supplier as appropriate nor dismissed by the Supplier and/or any Subcontractor within the 15 Working Day period referred to in Paragraph 1.2 such person shall be treated as having transferred to the Supplier and/or the Subcontractor (as appropriate) and the Supplier shall, or shall procure that the Subcontractor shall, comply with such obligations as may be imposed upon it under Law.

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- 1.4 Where any person remains employed by the Supplier and/or any Subcontractor pursuant to Paragraph 1.3, all Employee Liabilities in relation to such employee shall remain with the Supplier and/or the Subcontractor and the Supplier shall indemnify the Buyer and any Former Supplier, and shall procure that the Subcontractor shall indemnify the Buyer and any Former Supplier, against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.
- 1.5 The indemnities in Paragraph 1.2 shall not apply to any claim:
 - 1.5.1 for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief;
 - 1.5.2 or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

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

- 1.5.3 any claim that the termination of employment was unfair because the Supplier and/or any Subcontractor neglected to follow a fair dismissal procedure; and
- 1.6 The indemnities in Paragraph 1.2 shall not apply to any termination of employment occurring later than 3 Months from the Start Date.
- 1.7 If the Supplier and/or the Subcontractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Subcontractor and the Supplier shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Buyer and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.

LIMITS ON THE FORMER SUPPLIER'S OBLIGATIONS

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

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Part D: Pensions

1. DEFINITIONS

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

"Actuary"

a Fellow of the Institute and Faculty of Actuaries;

"Admission Agreement"

means either or both of the CSPS Admission Agreement (as defined in Annex D1: CSPS) or the LGPS Admission Agreement) as defined in Annex D3: LGPS), as the context requires;

"Best Value Direction"

the Best Value Authorities Staff Transfers (Pensions)
Direction 2007 or the Welsh Authorities Staff Transfers
(Pensions) Direction 2012 (as appropriate);

"Broadly Comparable"

- (a) in respect of a pension scheme, a status satisfying the condition that there are no identifiable employees who will suffer material detriment overall in terms of future accrual of pension benefits as assessed in accordance with Annex A of New Fair Deal and demonstrated by the issue by the Government Actuary's Department of a broad comparability certificate; and
- (b) in respect of benefits provided for or in respect of a member under a pension scheme, benefits that are consistent with that pension scheme's certificate of broad comparability issued by the Government Actuary's Department,

and "Broad Comparability" shall be construed accordingly;

"CSPS"

the schemes as defined in Annex D1 to this Part D;

"Direction
Letter/Determination"

has the meaning in Annex D2 to this Part D;

"Fair Deal Eligible Employees"

means each of the CSPS Eligible Employees (as defined in Annex D1 to this Part D), the NHSPS Eligible Employees (as defined in Annex D2 to this Part D) and/or the LGPS Eligible Employees (as defined in Annex D3 to this Part D) (as applicable) (and shall include any such employee who has been admitted to and/or remains eligible to join a Broadly Comparable pension scheme at the relevant time in accordance with Paragraph 10 or 11 of this Part D);

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"Fair Deal Employees" those:

- (a) Transferring Buyer Employees; and/or
- (b) Transferring Former Supplier Employees; and/or
- (c) employees who are not Transferring Buyer
 Employees or Transferring Former Supplier
 Employees but to whom the Employment
 Regulations apply on the Relevant Transfer Date to
 transfer their employment to the Supplier or a
 Subcontractor, and whose employment is not
 terminated in accordance with the provisions of
 Paragraphs 2.3.4 of Parts A or B or Paragraph
 1.2.4 of Part C;
- (d) where the Former Supplier becomes the Supplier those employees;

who at the Start Date or Relevant Transfer Date (as appropriate) are or become entitled to New Fair Deal protection in respect of any of the Statutory Schemes as notified by the Buyer;

"Fair Deal Schemes"

means the relevant Statutory Scheme or a Broadly

Comparable pension scheme;

"Fund Actuary"

means Fund Actuary as defined in Annex D3 to this

Part D;

"LGPS"

the schemes as defined in Annex D3 to this Part D:

"NHSPS"

the schemes as defined in Annex D2 to this Part D;

"New Fair Deal"

the revised Fair Deal position set out in the HM Treasury guidance: "Fair Deal for Staff Pensions: Staff Transfer from Central Government" issued in October 2013 including:

- (a) any amendments to that document immediately prior to the Relevant Transfer Date; and
- (b) any similar pension protection in accordance with the subsequent Annex D1-D3 inclusive as notified to the Supplier by the Buyer; and

SUPPLIER OBLIGATIONS TO PARTICIPATE IN THE PENSION SCHEMES

- 2.1 In respect of all or any Fair Deal Employees each of Annex D1: CSPS, Annex D2: NHSPS and/or Annex D3: LGPS shall apply, as appropriate.
- 2.2 The Supplier undertakes to do all such things and execute any documents (including any relevant Admission Agreement and/or Direction Letter/Determination, if necessary) as may be required to enable the Supplier to participate in the appropriate Statutory

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Scheme in respect of the Fair Deal Employees and shall bear its own costs in such regard.

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

SUPPLIER OBLIGATION TO PROVIDE INFORMATION

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

INDEMNITIES THE SUPPLIER MUST GIVE

- 4.1 The Supplier undertakes to the Buyer to indemnify and keep indemnified [NHS Pensions,] the Buyer and/or any Replacement Supplier and/or any Replacement Subcontractor on demand from and against all and any Losses whatsoever suffered or incurred by it or them which:
 - 4.1.1 arise out of or in connection with any liability towards all and any Fair Deal Employees in respect of service on or after the Relevant Transfer Date which arises from any breach by the Supplier of this Part D, and/or the CSPS Admission Agreement and/or the Direction Letter/Determination and/or the LGPS Admission Agreement
 - 4.1.2 relate to the payment of benefits under and/or participation in a pension scheme (as defined in section 150(1) Finance Act 2004) provided by the

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Supplier or a Subcontractor on and after the Relevant Transfer Date until the date of termination or expiry of this Contract, including the Statutory Schemes or any Broadly Comparable pension scheme provided in accordance with Paragraphs 10 or 11 of this Part D;

- 4.1.3 relate to claims by Fair Deal Employees of the Supplier and/or of any Subcontractor or by any trade unions, elected employee representatives or staff associations in respect of all or any such Fair Deal Employees which Losses:
 - a) relate to any rights to benefits under a pension scheme (as defined in section 150(1) Finance Act 2004) in respect of periods of employment on and after the Relevant Transfer Date until the date of termination or expiry of this Contract;
 - b) arise out of the failure of the Supplier and/or any relevant
 Subcontractor to comply with the provisions of this Part D before the
 date of termination or expiry of this Contract; and/or
- 4.1.4 arise out of or in connection with the Supplier (or its Subcontractor) allowing anyone who is not an NHSPS Fair Deal Employee to join or claim membership of the NHSPS at any time during the Term
- 4.2 The indemnities in this Part D and its Annexes:
 - 4.2.1 shall survive termination of this Contract; and
 - 4.2.2 shall not be affected by the caps on liability contained in Clause 15 (How much you can be held responsible for).

WHAT HAPPENS IF THERE IS A DISPUTE

- 5.1 The Dispute Resolution Procedure will not apply to this Part D and any dispute (i) between the Buyer and the Supplier or (ii) between their respective actuaries and/or the Fund Actuary about any of the actuarial matters referred to in this Part D and its Annexes shall in the absence of agreement between the Buyer and the Supplier be referred to an independent Actuary:
 - 5.1.1 who will act as an expert and not as an arbitrator;
 - 5.1.2 whose decision will be final and binding on the Buyer and the Supplier; and
 - 5.1.3 whose expenses shall be borne equally by the Buyer and the Supplier unless the independent Actuary shall otherwise direct.
- 5.2 The independent Actuary shall be agreed by the Parties or, failing such agreement the independent Actuary shall be appointed by the President for the time being of the Institute and Faculty of Actuaries on the application by the Parties.

OTHER PEOPLE'S RIGHTS

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

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enforce any obligation owed to them by the Subcontractor in his or her or its own right under section 1(1) of the CRTPA.

WHAT HAPPENS IF THERE IS A BREACH OF THIS PART D

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

TRANSFERRING NEW FAIR DEAL EMPLOYEES

- 8.1 Save on expiry or termination of this Contract, if the employment of any Fair Deal Employee transfers to another employer (by way of a transfer under the Employment Regulations or other form of compulsory transfer of employment), the Supplier shall and shall procure that any relevant Subcontractor shall:
 - 8.1.1 notify the Buyer as far as reasonably practicable in advance of the transfer to allow the Buyer to make the necessary arrangement for participation with the relevant Statutory Scheme(s);
 - 8.1.2 consult with about, and inform those Fair Deal Employees of, the pension provisions relating to that transfer; and
 - 8.1.3 procure that the employer to which the Fair Deal Employees are transferred (the "New Employer") complies with the provisions of this Part D and its Annexes provided that references to the "Supplier" will become references to the New Employer, references to "Relevant Transfer Date" will become references to the date of the transfer to the New Employer and references to "Fair Deal Employees" will become references to the Fair Deal Employees so transferred to the New Employer.

WHAT HAPPENS TO PENSIONS IF THIS CONTRACT ENDS

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

BROADLY COMPARABLE PENSION SCHEMES ON THE RELEVANT TRANSFER DATE

10.1 If the terms of any of Paragraphs 4 of Annex D2: NHSPS or 3.1 of Annex D3: LGPS applies, the Supplier must (and must, where relevant, procure that each of its Subcontractors will) ensure that, with effect from the Relevant Transfer Date until the day before the Service Transfer Date, the relevant Fair Deal Employees will be eligible

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for membership of a pension scheme under which the benefits are Broadly Comparable to those provided under the relevant Statutory Scheme, and then on such terms as may be decided by the Buyer.

- 10.2 Such Broadly Comparable pension scheme must be:
 - 10.2.1 established by the Relevant Transfer Date;
 - 10.2.2 a registered pension scheme for the purposes of Part 4 of the Finance Act 2004;
 - 10.2.3 capable of receiving a bulk transfer payment from the relevant Statutory Scheme or from a Former Supplier's Broadly Comparable pension scheme (unless otherwise instructed by the Buyer);
 - 10.2.4 capable of paying a bulk transfer payment to the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) (unless otherwise instructed by the Buyer); and
 - 10.2.5 maintained until such bulk transfer payments have been received or paid (unless otherwise instructed by the Buyer).
- 10.3 Where the Supplier has provided a Broadly Comparable pension pursuant to the provisions of this Paragraph 10, the Supplier shall (and shall procure that any of its Subcontractors shall):
 - 10.3.1 supply to the Buyer details of its (or its Subcontractor's) Broadly Comparable pension scheme and provide a full copy of the valid certificate of broad comparability (which remains valid as at the Relevant Transfer Date) covering all relevant Fair Deal Employees, as soon as it is able to do so before the Relevant Transfer Date (where possible) and in any event no later than seven (7) days after receipt of the certificate;
 - 10.3.2 be fully responsible for all costs, contributions, payments and other amounts relating to the setting up, certification of, ongoing participation in and/or withdrawal and exit from the Broadly Comparable pension scheme, including for the avoidance of doubt any debts arising under section 75 or 75A of the Pensions Act 1995;
 - instruct any such Broadly Comparable pension scheme's Actuary to provide all such co-operation and assistance in agreeing bulk transfer process with the Actuary to the Former Supplier's Broadly Comparable pension scheme or the Actuary to the relevant Statutory Scheme (as appropriate) and to provide all such co-operation and assistance with any other Actuary appointed by the Buyer (where applicable). This will be with a view to the bulk transfer terms providing day for day and/or pound for pound (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes) credits in the Broadly Comparable pension scheme in respect of any Fair Deal Eligible Employee who consents to such a transfer; and
 - 10.3.4 provide a replacement Broadly Comparable pension scheme in accordance with this Paragraph 10 with immediate effect for those Fair Deal Eligible Employees who are still employed by the Supplier and/or relevant Subcontractor and are still eligible for New Fair Deal protection in the event that the Supplier and/or Subcontractor's Broadly Comparable pension scheme is closed to future accrual and/or terminated. The relevant Fair Deal Eligible Employees must be given the option to transfer their accrued benefits from the previous Broadly Comparable pension scheme to the new Broadly Comparable pension scheme on day for day and/or pound for pound terms

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(as applicable) (or actuarially equivalent where there are benefit differences between the two schemes).

- 10.4 Where the Supplier has provided a Broadly Comparable pension scheme pursuant to the provisions of this Paragraph Broadly Comparable Pension Schemes On The Relevant Transfer Date, the Supplier shall (and shall procure that any of its Subcontractors shall) prior to the termination of this Contract:
 - 10.4.1 allow and make all necessary arrangements to effect, in respect of any Fair Deal Eligible Employee that remains eligible for New Fair Deal protection, following a Service Transfer, the bulk transfer of past service from any such Broadly Comparable pension scheme into the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable). The bulk transfer terms provided shall be on a past service reserve basis which should be calculated allowing for projected final salary at the assumed date of retirement, leaving service or death (in the case of final salary benefits). The actuarial basis for this past service reserve basis should be aligned to the funding requirements of the Broadly Comparable pension scheme in place at the time the bulk transfer terms are offered. The bulk transfer terms shall be subject to an underpin in relation to any service credits awarded in the Broadly Comparable pension scheme in accordance with Paragraph 10.3c) such that the element of the past service reserve amount which relates to such service credits shall be no lower than that required by the bulk transfer terms that were agreed in accordance with Paragraph 10.3c) but using the last day of the Fair Deal Eligible Employees' employment with the Supplier or Subcontractor (as appropriate) as the date used to determine the actuarial assumptions; and

if the transfer payment paid by the trustees of the Broadly Comparable pension scheme is less (in the opinion of the Actuary to the Replacement Supplier's Broadly Comparable pension scheme (or to the relevant Statutory Scheme if applicable)) than the transfer payment which would have been paid had Paragraph a) been complied with, the Supplier shall (or shall procure that the Subcontractor shall) pay the amount of the difference to the Replacement Supplier's Broadly Comparable pension scheme (or relevant Statutory Scheme if applicable) or as the Buyer shall otherwise direct. The Supplier shall indemnify the Buyer or the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) (as the Buyer directs) for any failure to pay the difference as required under this Paragraph.

BROADLY COMPARABLE PENSION SCHEMES IN OTHER CIRCUMSTANCES

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

- 12.2.2 a registered pension scheme for the purposes of Part 4 of the Finance Act 2004:
- 12.2.3 capable of receiving a bulk transfer payment from the relevant Statutory Scheme (where instructed to do so by the Buyer);
- 12.2.4 capable of paying a bulk transfer payment to the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) (unless otherwise instructed by the Buyer); and
- 12.2.5 maintained until such bulk transfer payments have been received or paid (unless otherwise instructed by the Buyer).
- 12.3 Where the Supplier has provided a Broadly Comparable pension scheme pursuant to the provisions of this Paragraph 11, the Supplier shall (and shall procure that any of its Subcontractors shall):
 - 12.3.1 supply to the Buyer details of its (or its Subcontractor's) Broadly Comparable pension scheme and provide a full copy of the valid certificate of broad comparability (which remains valid as at the date of cessation of participation in the Statutory Scheme) covering all relevant Fair Deal Eligible Employees, as soon as it is able to do so before the cessation of participation in the Statutory Scheme (where possible) and in any event no later than seven (7) days after receipt of the certificate;
 - 12.3.2 be fully responsible for all costs, contributions, payments and other amounts relating to the setting up, certification of, ongoing participation in and/or withdrawal and exit from the Broadly Comparable pension scheme, including for the avoidance of doubt any debts arising under section 75 or 75A of the Pensions Act 1995; and
 - 12.3.3 where required to do so by the Buyer, instruct any such Broadly Comparable pension scheme's Actuary to provide all such co-operation and assistance in agreeing a bulk transfer process with the Actuary to the relevant Statutory Scheme and to provide all such co-operation and assistance with any other Actuary appointed by the Buyer (where applicable). The Supplier must ensure that day for day and/or pound for pound (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes) credits in the Broadly Comparable pension scheme are provided in respect of any Fair Deal Employee who consents to such a transfer from the Statutory Scheme and the Supplier shall be fully responsible for any costs of providing those credits in excess of the bulk transfer payment received by the Broadly Comparable pension scheme; and
 - 12.3.4 provide a replacement Broadly Comparable pension scheme in accordance with this Paragraph 11 with immediate effect for those Fair Deal Eligible Employees who are still employed by the Supplier and/or relevant Subcontractor and are still eligible for New Fair Deal protection in the event that the Supplier and/or Subcontractor's Broadly Comparable pension scheme is closed to future accrual and/or terminated. The relevant Fair Deal Eligible Employees must be given the option to transfer their accrued benefits from the previous Broadly Comparable pension scheme to the new Broadly Comparable pension scheme on day for day and/or pound for pound terms (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes).
- 12.4 Where the Supplier has provided a Broadly Comparable pension scheme pursuant to the provisions of this Paragraph 11, the Supplier shall (and shall procure that any of its Subcontractors shall) prior to the termination of this Contract allow and make all

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

RIGHT OF SET-OFF

- 13.1 The Buyer shall have a right to set off against any payments due to the Supplier under this Contract an amount equal to:
 - 13.1.1 any unpaid employer's contributions or employee's contributions or any other financial obligations under the CSPS or any CSPS Admission Agreement in respect of the CSPS Eligible Employees whether due from the Supplier or from any relevant Subcontractor or due from any third party under any indemnity, bond or guarantee;
 - 13.1.2 any unpaid employer's contributions or employee's contributions or any other financial obligations under the NHSPS or any Direction Letter/Determination in respect of the NHSPS Eligible Employees whether due from the Supplier or from any relevant Subcontractor or due from any third party under any indemnity, bond or guarantee; or
 - 13.1.3 any unpaid employer's contributions or employee's contributions or any other financial obligations under the LGPS or any LGPS Admission Agreement in respect of the LGPS Eligible Employees whether due from the Supplier or from any relevant Subcontractor or due from any third party under any indemnity, bond or guarantee;

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

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

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Annex D1:

Civil Service Pensions Schemes (CSPS)

1. DEFINITIONS

In this Annex D1: CSPS to Part D: Pensions, the following words have the following meanings and they shall supplement Schedule 1 (Definitions):

"CSPS Admission Agreement" an admission agreement in the form available on the Civil Service Pensions website immediately prior to the Relevant Transfer Date to be entered into for the CSPS in respect of the Services;

"CSPS Eligible Employee" any Fair Deal Employee who at the relevant time is an eligible employee as defined in the CSPS Admission Agreement;

"CSPS Fair Deal Employee"

a Fair Deal Employee who at the Relevant Transfer Date is or becomes entitled to protection in respect of the CSPS in accordance with the provisions of New Fair Deal;

"CSPS"

the Principal Civil Service Pension Scheme available to Civil Servants and employees of bodies under Schedule 1 of the Superannuation Act 1972 (and eligible employees of other bodies admitted to participate under a determination under section 25 of the Public Service Pensions Act 2013), as governed by rules adopted by Parliament; the Partnership Pension Account and its (i) Ill health Benefits Arrangements and (ii) Death Benefits Arrangements; the Civil Service Additional Voluntary Contribution Scheme; and "alpha" introduced under The Public Service (Civil Servants and Others) Pensions Regulations 2014.

ACCESS TO EQUIVALENT PENSION SCHEMES AFTER TRANSFER

- 2.1 In accordance with New Fair Deal, the Supplier and/or any of its Subcontractors to which the employment of any CSPS Fair Deal Employee compulsorily transfers as a result of either the award of this Contract or a Relevant Transfer, if not an employer which participates automatically in the CSPS, shall each secure a CSPS Admission Agreement to ensure that CSPS Fair Deal Employees or CSPS Eligible Employees as appropriate shall be either admitted into, or offered continued membership of, the relevant section of the CSPS that they currently contribute to, or were eligible to join immediately prior to the Relevant Transfer Date or became eligible to join on the Relevant Transfer Date. The Supplier and/or any of its Subcontractors shall procure that the CSPS Fair Deal Employees continue to accrue benefits in the CSPS in accordance with the provisions governing the relevant section of the CSPS for service from (and including) the Relevant Transfer Date.
- 2.2 If the Supplier and/or any of its Subcontractors enters into a CSPS Admission Agreement in accordance with Paragraph 2.1 but the CSPS Admission Agreement is terminated during the term of this Contract for any reason at a time when the Supplier or Subcontractor still employs any CSPS Eligible Employees, the Supplier shall (and

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procure that its Subcontractors shall) at no extra cost to the Buyer, offer the remaining CSPS Eligible Employees membership of a pension scheme which is Broadly Comparable to the CSPS on the date those CSPS Eligible Employees ceased to participate in the CSPS in accordance with the provisions of Paragraph 11 of Part D.

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Annex D2: NHS Pension Schemes

1. DEFINITIONS

In this Annex D2: NHSPS to Part D: Pensions, the following words have the following meanings and they shall supplement Schedule 1 (Definitions):

"Direction Letter/Determination"

an NHS Pensions Direction or Determination (as appropriate) issued by the Secretary of State in exercise of the powers conferred by section 7 of the Superannuation (Miscellaneous Provisions) Act 1967 or by section 25 of the Public Service Pensions Act 2013 (as appropriate) and issued to the Supplier or a Subcontractor of the Supplier (as appropriate) relating to the terms of participation of the Supplier or Subcontractor in the NHSPS in respect of the NHSPS Eligible Employees;

"NHS Broadly Comparable Employees"

means each of the Fair Deal Employees who at a Relevant Transfer Date was a member of, or was entitled to become a member of, or but for their compulsory transfer of employment would have been entitled to be or become a member of, the NHSPS as a result of either:

- their employment with the Buyer, an NHS Body or other employer which participates automatically in the NHSPS; or
- (d) their employment with a Former Supplier who provides access to either the NHSPS pursuant to a Direction Letter/Determination or to a Broadly Comparable pension scheme in respect of their employment with that Former Supplier (on the basis that they are entitled to protection under New Fair Deal (or previous guidance), having been formerly in employment with the Buyer, an NHS Body or other employer who participated automatically in the NHSPS in connection with the Services, prior to being employed by the Former Supplier),

but who is now ineligible to participate in the NHSPS under the rules of the NHSPS and in respect of whom the Buyer has agreed are to be provided with a Broadly Comparable pension scheme to provide Pension Benefits that are Broadly Comparable to those provided under the NHSPS.

"NHSPS Eligible Employees"

any NHSPS Fair Deal Employee who at the relevant time is an active member or eligible to participate in the NHSPS under a Direction Letter/Determination Letter.

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"NHSPS Fair Deal Employees"

Means other than the NHS Broadly Comparable Employees, each of the Fair Deal Employees who at a Relevant Transfer Date was a member of, or was entitled to become a member of, or but for their compulsory transfer of employment would have been entitled to be or become a member of, the NHSPS as a result of either:

- (a) their employment with the Buyer, an NHS Body or other employer which participates automatically in the NHSPS; or
- (b) their employment with a Former Supplier who provides access to the NHSPS pursuant to an NHS Pensions Direction or Determination (as appropriate) issued by the Secretary of State in exercise of the powers conferred by section 7 of the Superannuation (Miscellaneous Provisions) Act 1967 or by section 25 of the Public Service Pensions Act 2013 (as appropriate) in respect of their employment with that Former Supplier (on the basis that they are entitled to protection under New Fair Deal and were permitted to re-join the NHSPS, having been formerly in employment with the Buyer, an NHS Body or other employer who participated automatically in the NHSPS in connection with the Services, prior to being employed by the Former Supplier),

and, in each case, being continuously engaged for more than fifty per cent (50%) of their employed time in the delivery of services (the same as or similar to the Services).

For the avoidance of doubt, an individual who is in or entitled to become a member of the NHSPS as a result of being engaged in the Services and being covered by an "open" Direction Letter or other NHSPS "access" facility but who has never been employed directly by an NHS Body (or other body which participates automatically in the NHSPS) is not an NHSPS Eligible Employee;

"NHS Body"

has the meaning given to it in section 275 of the National Health Service Act 2006 as amended by section 138(2)(c) of Schedule 4 to the Health and Social Care Act 2012:

"NHS Pensions"

NHS Pensions as the administrators of the NHSPS or such other body as may from time to time be responsible for relevant administrative functions of the NHSPS;

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"NHSPS"

the National Health Service Pension Scheme for England and Wales, established pursuant to the Superannuation Act 1972 and governed by subsequent regulations under that Act including the NHS Pension Scheme Regulations;

"NHS Pension Scheme Arrears"

any failure on the part of the Supplier or its Subcontractors (if any) to pay employer's contributions or deduct and pay across employee's contributions to the NHSPS or meet any other financial obligations under the NHSPS or any Direction Letter in respect of the NHSPS Eligible Employees;

"NHS Pension Scheme Regulations"

as appropriate, any or all of the National Health Service Pension Scheme Regulations 1995 (SI 1995/300), the National Health Service Pension Scheme Regulations 2008 (SI 2008/653), the National Health Service Pension Scheme Regulations 2015 (2015/94) and any subsequent regulations made in respect of the NHSPS, each as amended from time to time;

"NHS Premature Retirement Rights"

rights to which any Fair Deal Employee (had they remained in the employment of the Buyer, an NHS Body or other employer which participates automatically in the NHSPS) would have been or are entitled under the NHS Pension Scheme Regulations, the NHS Compensation for Premature Retirement Regulations 2002 (SI 2002/1311), the NHS (Injury Benefits) Regulations 1995 (SI 1995/866) and section 45 of the General Whitley Council conditions of service, or any other legislative or contractual provision which replaces, amends, extends or consolidates the same from time to time:

"Pension Benefits"

any benefits payable in respect of an individual (including but not limited to pensions related allowances and lump sums) relating to old age, invalidity or survivor's benefits provided under an occupational pension scheme; and

"Retirement Benefits Scheme"

a pension scheme registered under Chapter 2 of Part 4 of the Finance Act 2004.

MEMBERSHIP OF THE NHS PENSION SCHEME

2.1 In accordance with New Fair Deal, the Supplier and/or any of its Subcontractors to which the employment of any NHSPS Fair Deal Employee compulsorily transfers as a result of either the award of this Contract or a Relevant Transfer, if not an NHS Body or other employer which participates automatically in the NHSPS, shall each secure a Direction Letter/Determination to enable the NHSPS Fair Deal Employees to retain either continuous active membership of or eligibility for the NHSPS for so long as they remain employed in connection with the delivery of the Services under this Contract.

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- 2.2 Where it is not possible for the Supplier and/or any of its Subcontractors to secure a Direction Letter/Determination on or before the Relevant Transfer Date, the Supplier must secure a Direction Letter/Determination as soon as possible after the Relevant Transfer Date, and in the period between the Relevant Transfer Date and the date the Direction Letter/Determination is secure, the Provider must ensure that:
 - 2.2.1 all employer's and NHSPS Fair Deal Employees' contributions intended to go to the NHSPS are kept in a separate bank account; and
 - 2.2.2 the Pension Benefits and Premature Retirement Rights of NHSPS Fair Deal Employees are not adversely affected.
- 2.3 The Supplier must supply to the Buyer a complete copy of each Direction Letter/Determination within 5 Working Days of receipt of the Direction Letter/Determination.
- 2.4 The Supplier must ensure (and procure that each of its Subcontractors (if any) ensures) that all of its NHSPS Fair Deal Employees have a contractual right to continuous active membership of or eligibility for the NHSPS for so long as they have a right to membership or eligibility of that scheme under the terms of the Direction Letter/Determination.
- 2.5 The Supplier will (and will procure that its Subcontractors (if any) will) comply with the terms of the Direction Letter/Determination, the NHS Pension Scheme Regulations (including any terms which change as a result of changes in Law) and any relevant policy issued by the Department of Health and Social Care in respect of the NHSPS Fair Deal Employees for so long as it remains bound by the terms of any such Direction Letter/Determination.
- 2.6 Where any employee omitted from the Direction Letter/Determination supplied in accordance with Paragraph 2 of this Annex are subsequently found to be an NHSPS Fair Deal Employee, the Supplier will (and will procure that its Subcontractors (if any) will) treat that person as if they had been an NHSPS Fair Deal Employee from the Relevant Transfer Date so that their Pension Benefits and NHS Premature Retirement Rights are not adversely affected.
- 2.7 The Supplier will (and will procure that its Subcontractors (if any) will) provide any indemnity, bond or guarantee required by NHS Pensions in relation to a Direction Letter/Determination.

CONTINUATION OF EARLY RETIREMENT RIGHTS AFTER TRANSFER

From the Relevant Transfer Date until the Service Transfer Date, the Supplier must provide (and/or must ensure that its Subcontractors (if any) provide) NHS Premature Retirement Rights in respect of the NHSPS Fair Deal Employees that are identical to the benefits they would have received had they remained employees of the Buyer, an NHS Body or other employer which participates automatically in the NHSPS.

NHS BROADLY COMPARABLE EMPLOYEES

The Supplier shall (and procure that its Subcontractors shall), with effect from the Relevant Transfer Date, offer the NHSPS Broadly Comparable Employees membership of a pension scheme which is Broadly Comparable to NHSPS on the Relevant Transfer Date in accordance with Paragraph 10 of Part D. For the avoidance of doubt, this requirement is separate from any requirement to offer a Broadly Comparable pension scheme in accordance with Paragraph 5.2 below.

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WHAT THE BUYER WILL DO IF THE SUPPLIER BREACHES AND/OR CANCELS ITS PENSION OBLIGATIONS

- 6.1 The Supplier agrees that the Buyer is entitled to make arrangements with NHS Pensions for the Buyer to be notified if the Supplier (or its Subcontractors) breaches the terms of its Direction Letter/Determination. Notwithstanding the provisions of the foregoing, the Supplier shall notify the Buyer in the event that it (or its Subcontractor) breaches the terms of its Direction Letter/Determination.
- 6.2 If the Supplier (or its Subcontractors, if relevant) ceases to participate in the NHSPS for whatever reason, the Supplier (or any such Subcontractor, as appropriate) shall offer the NHSPS Eligible Employees membership of a pension scheme which is Broadly Comparable to the NHSPS on the date the NHSPS Eligible Employees ceased to participate in the NHSPS in accordance with the provisions of Paragraph 11 of Part D
- 6.3 If the Buyer is entitled to terminate the Contract or the Supplier (or its Subcontractor, if relevant) ceases to participate in the NHSPS for whatever other reason, the Buyer may in its sole discretion, and instead of exercising its right to terminate this Contract where relevant, permit the Supplier (or any such Subcontractor, as appropriate) to offer Broadly Comparable Pension Benefits, on such terms as decided by the Buyer. The provisions of Paragraph 10 (Bulk Transfer Obligations in relation to any Broadly Comparable pension scheme) of Part D: Pensions shall apply in relation to any Broadly Comparable pension scheme established by the Supplier or its Subcontractors.
- 6.4 In addition to the Buyer's right to terminate the Contract, if the Buyer is notified by NHS Pensions of any NHS Pension Scheme Arrears, the Buyer will be entitled to deduct all or part of those arrears from any amount due to be paid under this Contract or otherwise.

COMPENSATION WHEN PENSION SCHEME ACCESS CAN'T BE PROVIDED

- 7.1 If the Supplier (or its Subcontractor, if relevant) is unable to provide the NHSPS Eligible Employees with either membership of:
 - 7.1.1 the NHSPS (having used its best endeavours to secure a Direction Letter/Determination); or
 - 7.1.2 a Broadly Comparable pension scheme,

the Buyer may in its sole discretion permit the Supplier (or any of its Subcontractors) to compensate the NHSPS Eligible Employees in a manner that is Broadly Comparable or equivalent in cash terms, the Supplier (or Subcontractor as relevant) having consulted with a view to reaching agreement with any recognised trade union or, in the absence of such body, the NHSPS Fair Deal Employees. The Supplier must meet (or must procure that the relevant Subcontractor meets) the costs of the Buyer determining whether the level of compensation offered is reasonable in the circumstances.

7.2 This flexibility for the Buyer to allow compensation in place of Pension Benefits is in addition to and not instead of the Buyer's right to terminate the Contract.

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INDEMNITIES THAT A SUPPLIER MUST GIVE

8.1 The Supplier must indemnify and keep indemnified the Buyer and any Replacement Supplier against all Losses arising out of any claim by any NHSPS Fair Deal Employee or any NHS Broadly Comparable Employees that the provision of (or failure to provide) Pension Benefits and NHS Premature Retirement Rights from the Relevant Transfer Date, or the level of such benefit provided, constitutes a breach of his or her employment rights.

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Annex D3:

Local Government Pension Schemes (LGPS)

1. DEFINITIONS

1.1 In this Annex D3: LGPS to Part D: Pensions, the following words have the following meanings and they shall supplement Schedule 1 (Definitions):

"2013 the Local Government Pension Scheme Regulations 2013 (SI

Regulations" 2013/2356) (as amended from time to time);

"Administering in relation to the Fund [insert name], the relevant

Authority" Administering Authority of that Fund for the purposes of the

Local Government Pension Scheme Regulations 2013;

"Fund Actuary" the actuary to a Fund appointed by the Administering Authority

of that Fund;

"Fund" [insert name], a pension fund within the LGPS;

["Initial [XX %] of pensionable pay (as defined in the 2013

Contribution Regulations);] **Rate**"]

"LGPS" the Local Government Pension Scheme as governed by the

LGPS Regulations, and any other regulations (in each case as amended from time to time) which are from time to time

applicable to the Local Government Pension Scheme;

"LGPS an admission agreement within the meaning in Schedule 1 of Admission the Local Government Pension Scheme Regulations 2013;

Admission the Local Government Pension Scheme Regulations 2013;
Agreement"

"LGPS an admission body (within the meaning of Part 3 of Admission Schedule 2 of the Local Government Pension Scheme Regulations 2013);

"LGPS Eligible any Fair Deal Employee who at the relevant time is an eligible employees" employee as defined in the LGPS Admission Agreement or

otherwise any Fair Deal Employees who immediately before the Relevant Transfer Date was a member of, or was entitled to become a member of, or but for their compulsory transfer of employment would have been entitled to be or become a member of, the LGPS or of a scheme Broadly Comparable to

the LGPS; and

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"LGPS Fair Deal Employees"

any Fair Deal Employee who at the Relevant Transfer Date is or becomes entitled to protection in respect of the LGPS or a pension scheme that is Broadly Comparable to the LGPS in accordance with the provisions in accordance with the provisions of New Fair Deal and/or the Best Value Direction; and

"LGPS Regulations" the Local Government Pension Scheme Regulations 2013 (SI 2013/2356) and The Local Government Pension Scheme (Transitional Provisions, Savings and Amendment) Regulations 2014, and any other regulations (in each case as amended from time to time) which are from time to time applicable to the LGPS.

SUPPLIER MUST BECOME A LGPS ADMISSION BODY

2.1 In accordance with the principles of New Fair Deal and/or the Best Value Direction, the Supplier and/or any of its Subcontractors to which the employment of any LGPS Fair Deal Employee compulsorily transfers as a result of either the award of this Contract or a Relevant Transfer, if not a scheme employer which participates automatically in the LGPS, shall each become an LGPS Admission Body by entering into an LGPS Admission Agreement on or before the Relevant Transfer Date to enable the LGPS Fair Deal Employees to retain either continuous active membership of or eligibility for the LGPS on and from the Relevant Transfer Date for so long as they remain employed in connection with the delivery of the Services under this Contract.

OPTION 1

- 2.2 [Any LGPS Fair Deal Employees who:
 - 2.2.1 were active members of the LGPS (or a Broadly Comparable pension scheme) immediately before the Relevant Transfer Date shall be admitted to the LGPS with effect on and from the Relevant Transfer Date; and
 - 2.2.2 were eligible to join the LGPS (or a Broadly Comparable pension scheme) but were not active members of the LGPS (or a Broadly Comparable pension scheme) immediately before the Relevant Transfer Date shall retain the ability to join the LGPS on or after the Relevant Transfer Date if they wish to do so.]

OPTION 2

- 2.3 [Any LGPS Fair Deal Employees whether:
 - 2.3.1 active members of the LGPS (or a Broadly Comparable pension scheme) immediately before the Relevant Transfer Date; or
 - 2.3.2 eligible to join the LGPS (or a Broadly Comparable pension scheme) but not active members of the LGPS (or a Broadly Comparable pension scheme) immediately before the Relevant Transfer Date

shall be admitted to the LGPS with effect on and from the Relevant Transfer Date. The Supplier shall not automatically enrol or re-enrol for the purposes of the Pensions Act 2008 any LGPS Fair Deal Employees in any pension scheme other than the LGPS unless they cease to be eligible for membership of the LGPS.]

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2.4 The Supplier will (and will procure that its Subcontractors (if any) will) provide at its own cost any indemnity, bond or guarantee required by an Administering Authority in relation to an LGPS Admission Agreement.

BROADLY COMPARABLE SCHEME

- 3.1 If the Supplier and/or any of its Subcontractors is unable to obtain an LGPS Admission Agreement in accordance with Paragraph 2.1 because the Administering Authority will not allow it to participate in the Fund, the Supplier shall (and procure that its Subcontractors shall), with effect from the Relevant Transfer Date, offer the LGPS Fair Deal Employees membership of a pension scheme which is Broadly Comparable to LGPS on the Relevant Transfer Date in accordance with the provisions of Paragraph 10 of Part D
- 3.2 If the Supplier and/or any of its Subcontractors becomes an LGPS Admission Body in accordance with Paragraph 2.1 but the LGPS Admission Agreement is terminated during the term of this Contract for any reason at a time when the Supplier or Subcontractors still employs any LGPS Eligible Employees, the Supplier shall (and procure that its Subcontractors shall) at no extra cost to the Buyer, offer the remaining LGPS Eligible Employees membership of a pension scheme which is Broadly Comparable to the LGPS on the date the LGPS Eligible Employees ceased to participate in the LGPS in accordance with the provisions of Paragraph 11 of Part D

DISCRETIONARY BENEFITS

4.1 Where the Supplier and/or any of its Subcontractors is an LGPS Admission Body, the Supplier shall (and procure that its Subcontractors shall) comply with its obligations under regulation 60 of the 2013 Regulations in relation to the preparation of a discretionary policy statement.

LGPS RISK SHARING

- 5.1 Subject to Paragraphs 5.4 to 5.10, if at any time during the term of this Contract the Administering Authority, pursuant to the LGPS Admission Agreement or the LGPS Regulations, requires the Supplier or any Subcontractor to pay employer contributions or other payments to the Fund in aggregate in excess of the Initial Contribution Rate, the excess of employer contributions above the Initial Contribution Rate for a Contract Year (the "Excess Amount") shall be paid by the Supplier or the Subcontractor, as the case may be, and the Supplier shall be reimbursed by the Buyer.
- 5.2 Subject to Paragraphs 5.4 to 5.9 and 5.11, if at any time during the term of this Contract, the Administering Authority, pursuant to the LGPS Admission Agreement or the LGPS Regulations, requires the Supplier or any Subcontractor to pay employer contributions or payments to the Fund in aggregate below the Initial Contribution Rate for a Contract Year, the supplier shall reimburse the Buyer an amount equal to A-B (the "Refund Amount") where:
 - 5.2.1 the amount which would have been paid if contributions and payments had been paid equal to the Initial Contribution Rate for that Contract Year; and
 - 5.2.2 the amount of contributions or payments actually paid by the Supplier or Subcontractor for that Contract Year, as the case may be, to the Fund.
- 5.3 Subject to Paragraphs 5.4 to 5.10, where the Administering Authority obtains an actuarial valuation and a revised rates and adjustment certificate under the LGPS Regulations and/or the terms of the LGPS Admission Agreement when the LGPS Admission Agreement ceases to have effect and the Supplier or any Subcontractor is

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required to pay any exit payment under Regulation 64(2) of the 2013 Regulations (the "Exit Payment"), such Exit Payment shall be paid by the Supplier or any Subcontractor (as the case may be) and the Supplier shall be reimbursed by the Buyer.

- 5.4 The Supplier and any Subcontractors shall at all times be responsible for the following costs:
 - 5.4.1 any employer contributions relating to the costs of early retirement benefits arising on redundancy or as a result of business efficiency under Regulation 30(7) of the 2013 Regulations or otherwise;
 - 5.4.2 any payment of Fund benefits to active members on the grounds of ill health or infirmity of mind or body under Regulation 35 of the 2013 Regulations or otherwise:
 - 5.4.3 any payment of Fund benefits to deferred or deferred pensioner members on the grounds of ill health or infirmity of mind or body under Regulation 38 of the 2013 Regulations or otherwise;
 - any employer contributions relating to the costs of early or flexible retirement where the actuarial reduction is waived in whole or in part or a cost neutral reduction is not applied with the consent of the Supplier or any relevant Subcontractor including without limitation any decision made under Regulation 30(8) of the 2013 Regulations or Schedule 2 of The Local Government Pension Scheme (Transitional Provisions, Savings and Amendment) Regulations 2014;
 - 5.4.5 any employer contributions relating to the costs of enhanced benefits made at the discretion of the Supplier or any relevant Subcontractors including without limitation additional pension awarded under Regulation 31 of the 2013 Regulations or otherwise;
 - any increase to the employer contribution rate resulting from the award of pay increases by the Supplier or relevant Subcontractors in respect of all or any of the LGPS Eligible Employees in excess of the pay increases assumed in the Fund's most recent actuarial valuation (unless the Supplier and/or any Subcontractor is contractually bound to provide such increases on the Relevant Transfer Date);
 - 5.4.7 to the extent not covered above, any other costs arising out of or in connection with the exercise of any discretion or the grant of any consent under the LGPS Regulations by the Supplier or any relevant Subcontractors where a member does not have an absolute entitlement to that benefit under the LGPS;
 - 5.4.8 any cost of the administration of the Fund that are not met through the Supplier's or Subcontractor's employer contribution rate, including without limitation an amount specified in a notice given by the Administering Authority under Regulation 70 of the 2013 Regulations;
 - 5.4.9 the costs of any reports and advice requested by or arising from an instruction given by the Supplier or a Subcontractor from the Fund Actuary; and/or
 - 5.4.10 any interest payable under the 2013 Regulations or LGPS Administration Agreement.
- 5.5 For the purposes of calculating any Exit Payment, Excess Amount or Refund Amount, any part of such an amount which is attributable to any costs which the Supplier or Subcontractors are responsible for in accordance with Paragraph 5.4 above shall be

- disregarded and excluded from the calculation. In the event of any dispute as to level of any cost that should be excluded from the calculation, the opinion of the Fund Actuary shall be final and binding.
- 5.6 Where the Administering Authority obtains an actuarial valuation and a revised rates and adjustment certificate under the LGPS Regulations and/or the terms of the LGPS Admission Agreement when the LGPS Admission Agreement ceases to have effect and the Supplier or any Subcontractor receives payment of an exit credit payment under Regulation 64(2) of the 2013 Regulations (the "Exit Credit"), the Supplier shall (or procure that any Subcontractor shall) reimburse the Buyer an amount equal to the Exit Credit within twenty (20) Working Days of receipt of the Exit Credit.
- 5.7 The Supplier shall (or procure that the Subcontractor shall) notify the Buyer in writing within twenty (20) Working Days:
 - 5.7.1 of the end of each Contract Year of any Excess Amount or Refund Amount due in respect of the Contract Year that has just ended and provide a reasonable summary of how the Excess Amount or Refund Amount was calculated: and
 - 5.7.2 of being informed by the Administering Authority of any Exit Payment or Exit Credit that is determined by as being due from or to the Supplier or a Subcontractor and provide a copy of any revised rates and adjustments certificate detailing the Exit Payment or Exit Credit and its calculation.
- 5.8 Within twenty (20) Working Days of receiving the notification under Paragraph 5.7 above, the Buyer shall either:
 - 5.8.1 notify the Supplier in writing of its acceptance of the Excess Amount, Refund Amount or Exit Payment;
 - 5.8.2 request further information or evidence about the Excess Amount, Refund Amount or Exit Payment from the Supplier; and/or
 - 5.8.3 request a meeting with the Supplier to discuss or clarify the information or evidence provided.
- 5.9 Where the Excess Amount, Refund Amount or Exit Payment is agreed following the receipt of further information or evidence or following a meeting in accordance with Paragraph 5.8 above, the Buyer shall notify the Supplier in writing. In the event that the Supplier and the Buyer are unable to agree the amount of the Excess Amount, Refund Amount or Exit Payment then they shall follow the Dispute Resolution Procedure
- 5.10 Any Excess Amount or Exit Payment agreed by the Buyer or in accordance with the Dispute Resolution Procedure shall be paid by the Buyer within timescales as agreed between Buyer and Supplier. The amount to be paid by the Buyer shall be an amount equal to the Excess Amount or Exit Payment less an amount equal to any corporation tax relief which has been claimed in respect of the Excess Amount or Exit Payment by the Supplier or a Subcontractor.
- 5.11 Any Refund Amount agreed by the Buyer or in accordance with the Dispute Resolution Procedure as payable by the Supplier or any Subcontractor to the Buyer, shall be paid by the Supplier or any Subcontractor forthwith as the liability has been agreed. In the event the Supplier or any Subcontractor fails to pay any agreed Refund Amount, the Buyer shall demand in writing the immediate payment of the agreed Refund Amount by the Supplier and the Supplier shall make payment within seven (7) Working Days of such demand.
- 5.12 This Paragraph 5 shall survive termination of this Contract.

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Annex D4: Other Schemes

[Guidance: Placeholder for Pension Schemes other than LGPS, CSPS & NHSPS]

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Part E: Staff Transfer on Exit

1. OBLIGATIONS BEFORE A STAFF TRANSFER

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

it shall provide in a suitably anonymised format so as to comply with the Data Protection Legislation, the Supplier's Provisional Supplier Staff List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Staff List and it shall provide an updated Supplier's Provisional Supplier Staff List at such intervals as are reasonably requested by the Buyer.

- 1.2 At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to the Buyer or at the direction of the Buyer to any Replacement Supplier and/or any Replacement Subcontractor
 - 1.2.1 the Supplier's Final Supplier Staff List, which shall identify the basis upon which they are Transferring Supplier Employees and
 - 1.2.2 the Staffing Information in relation to the Supplier's Final Supplier Staff List (insofar as such information has not previously been provided).
- 1.3 The Buyer shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Subcontractor.
- 1.4 The Supplier warrants, for the benefit of The Buyer, any Replacement Supplier, and any Replacement Subcontractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.
- 1.5 From the date of the earliest event referred to in Paragraphs 1.1.1, 1.1.2 and 1.1.3 the Supplier agrees that it shall not assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Staff List and shall, unless otherwise instructed by the Buyer (acting reasonably):
 - 1.5.1 not replace or re-deploy any Supplier Staff listed on the Supplier Provisional Supplier Staff List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces
 - 1.5.2 not make, promise, propose, permit or implement any material changes to the terms and conditions of (i) employment and/or (ii) pensions, retirement and death benefits (including not to make pensionable any category of earnings which were not previously pensionable or reduce the pension contributions payable) of the Supplier Staff (including any payments connected with the termination of employment);

- 1.5.3 not increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Staff save for fulfilling assignments and projects previously scheduled and agreed;
- 1.5.4 not introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Staff List;
- 1.5.5 not increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);
- 1.5.6 not terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Staff List save by due disciplinary process;
- 1.5.7 not dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to the Buyer and/or the Replacement Supplier and/or Replacement Subcontractor;
- 1.5.8 give the Buyer and/or the Replacement Supplier and/or Replacement Subcontractor reasonable access to Supplier Staff and/or their consultation representatives to inform them of the intended transfer and consult any measures envisaged by the Buyer, Replacement Supplier and/or Replacement Subcontractor in respect of persons expected to be Transferring Supplier Employees;
- 1.5.9 co-operate with the Buyer and the Replacement Supplier to ensure an effective consultation process and smooth transfer in respect of Transferring Supplier Employees in line with good employee relations and the effective continuity of the Services, and to allow for participation in any pension arrangements to be put in place to comply with New Fair Deal;
- 1.5.10 promptly notify the Buyer or, at the direction of the Buyer, any Replacement Supplier and any Replacement Subcontractor of any notice to terminate employment given by the Supplier or received from any persons listed on the Supplier's Provisional Supplier Staff List regardless of when such notice takes effect;
- 1.5.11 not for a period of 12 Months from the Service Transfer Date re-employ or reengage or entice any employees, suppliers or Subcontractors whose employment or engagement is transferred to the Buyer and/or the Replacement Supplier (unless otherwise instructed by the Buyer (acting reasonably));
- 1.5.12 not to adversely affect pension rights accrued by all and any Fair Deal Employees in the period ending on the Service Transfer Date;
- 1.5.13 fully fund any Broadly Comparable pension schemes set up by the Supplier;
- 1.5.14 maintain such documents and information as will be reasonably required to manage the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Subcontractor in the provision of the Services on the expiry or termination of this Contract (including identification of the Fair Deal Employees);
- 1.5.15 promptly provide to the Buyer such documents and information mentioned in Paragraph 3.1.1 of Part D: Pensions which the Buyer may reasonably request in advance of the expiry or termination of this Contract; and

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- 1.5.16 fully co-operate (and procure that the trustees of any Broadly Comparable pension scheme shall fully co-operate) with the reasonable requests of the Supplier relating to any administrative tasks necessary to deal with the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Subcontractor in the provision of the Services on the expiry or termination of this Contract.
- 1.6 On or around each anniversary of the Start Date and up to four times during the last 12 Months of the Term, the Buyer may make written requests to the Supplier for information relating to the manner in which the Services are organised. Within 20 Working Days of receipt of a written request the Supplier shall provide such information as the Buyer may reasonably require which shall include:
 - 1.6.1 the numbers of employees engaged in providing the Services;
 - 1.6.2 the percentage of time spent by each employee engaged in providing the Services;
 - 1.6.3 the extent to which each employee qualifies for membership of any of the Fair Deal Schemes (as defined in Part D: Pensions); and
 - 1.6.4 a description of the nature of the work undertaken by each employee by location.
- 1.7 The Supplier shall provide all reasonable cooperation and assistance to the Buyer, any Replacement Supplier and/or any Replacement Subcontractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Supplier shall provide to the Buyer or, at the direction of the Buyer, to any Replacement Supplier and/or any Replacement Subcontractor (as appropriate), in respect of each person on the Supplier's Final Supplier Staff List who is a Transferring Supplier Employee:
 - 1.7.1 the most recent month's copy pay slip data;
 - 1.7.2 details of cumulative pay for tax and pension purposes;
 - 1.7.3 details of cumulative tax paid;
 - 1.7.4 tax code;
 - 1.7.5 details of any voluntary deductions from pay; and
 - 1.7.6 bank/building society account details for payroll purposes.

STAFF TRANSFER WHEN THE CONTRACT ENDS

2.1 The Buyer and the Supplier acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of this Contract or otherwise) resulting in the Services being undertaken by a Replacement Supplier and/or a Replacement Subcontractor. Such change in the identity of the supplier of such services may constitute a Relevant Transfer to which the Employment Regulations will apply. The Buyer and the Supplier further agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and

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

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statutory authority relates to financial obligations arising on or before the Service Transfer Date:

- 2.3.5 a failure of the Supplier or any Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period up to (and including) the Service Transfer Date);
- 2.3.6 any claim made by or in respect of any person employed or formerly employed by the Supplier or any Subcontractor other than a Transferring Supplier Employee identified in the Supplier's Final Supplier Staff List for whom it is alleged the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor may be liable by virtue of this Contract and/or the Employment Regulations; and
- 2.3.7 any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Supplier or any Subcontractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Buyer and/or Replacement Supplier to comply with regulation 13(4) of the Employment Regulations.
- 2.4 The indemnity in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Subcontractor whether occurring or having its origin before, on or after the Service Transfer Date, Including any Employee Liabilities
 - 2.4.1 arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement Supplier and/or any Replacement Subcontractor to occur in the period on or after the Service Transfer Date); or
 - 2.4.2 arising from the Replacement Supplier's failure, and/or Replacement Subcontractor's failure, to comply with its obligations under the Employment Regulations.
- 2.5 Subject to Paragraphs 2.6 and 2.7, if any employee of the Supplier who is not identified in the Supplier's Final Transferring Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that his/her contract of employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement Subcontractor pursuant to the Employment Regulations then:
 - 2.5.1 the Replacement Supplier and/or Replacement Subcontractor will, within 5 Working Days of becoming aware of that fact, notify the Buyer and the Supplier in writing;
 - 2.5.2 the Supplier may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 15 Working Days of receipt of notice from the Replacement Supplier and/or Replacement Subcontractor or take such other reasonable steps as it considers appropriate to deal with the matter provided always that such steps are in compliance with Law.
 - 2.5.3 if such offer of employment is accepted, or if the situation has otherwise been resolved by the Supplier or a Subcontractor, the Replacement Supplier and/or

- Replacement Subcontractor shall immediately release the person from its employment or alleged employment;
- 2.5.4 if after the period referred to in Paragraph 2.5.2 no such offer has been made, or such offer has been made but not accepted, or the situation has not otherwise been resolved, the Replacement Supplier and/or Replacement Subcontractor may within 5 Working Days give notice to terminate the employment of such person;
- 1.1.2 and subject to the Replacement Supplier's and/or Replacement Subcontractor's compliance with Paragraphs 2.5.1 to 2.5.4 the Supplier will indemnify the Replacement Supplier and/or Replacement Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Supplier's employees referred to in Paragraph 2.5 provided that the Replacement Supplier takes, or shall procure that the Replacement Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 2.6 The indemnity in Paragraph 2.5 shall not apply to
 - 2.6.1 any claim for:
 - discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
 - b) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,
 - arising as a result of any alleged act or omission of the Replacement Supplier and/or Replacement Subcontractor; or
 - 2.6.2 any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Subcontractor neglected to follow a fair dismissal procedure.
- 2.7 The indemnity in Paragraph 2.5 shall not apply to any termination of employment occurring later than 6 Months from the Service Transfer Date
- 2.8 If at any point the Replacement Supplier and/or Replacement Subcontract accepts the employment of any such person as is described in Paragraph 2.5, such person shall be treated as a Transferring Supplier Employee and Paragraph 2.5 shall cease to apply to such person.
- 2.9 The Supplier shall comply, and shall procure that each Subcontractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Subcontractor shall perform and discharge, all its obligations in respect of any person identified in the Supplier's Final Supplier Staff list before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and such sums due as a result of any Fair Deal Employees' participation in the Schemes and any requirement to set up a broadly comparable pension scheme which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:

- 2.9.1 the Supplier and/or any Subcontractor; and
- 2.9.2 the Replacement Supplier and/or the Replacement Subcontractor.
- 2.10 The Supplier shall promptly provide the Buyer and any Replacement Supplier and/or Replacement Subcontractor, in writing such information as is necessary to enable the Buyer, the Replacement Supplier and/or Replacement Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Replacement Supplier and/or Replacement Subcontractor, shall promptly provide to the Supplier and each Subcontractor in writing such information as is necessary to enable the Supplier and each Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.
- 2.11 Subject to Paragraph 2.9, the Buyer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Subcontractor and its Subcontractors against any Employee Liabilities arising from or as a result of:
 - 2.11.1 any act or omission, whether occurring before, on or after the Service Transfer Date, of the Replacement Supplier and/or Replacement Subcontractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee.
 - 2.11.2 the breach or non-observance by the Replacement Supplier and/or Replacement Subcontractor on or after the Service Transfer Date of:
 - a) any collective agreement applicable to the Transferring Supplier Employees identified in the Supplier's Final Supplier Staff List; and/or
 - b) any custom or practice in respect of any Transferring Supplier Employees identified in the Supplier's Final Supplier Staff List which the Replacement Supplier and/or Replacement Subcontractor is contractually bound to honour;
 - 2.11.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees identified in the Supplier's Final Supplier Staff List arising from or connected with any failure by the Replacement Supplier and/or Replacement Subcontractor to comply with any legal obligation to such trade union, body or person arising on or after the Service Transfer Date;
 - 2.11.4 any proposal by the Replacement Supplier and/or Replacement Subcontractor to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees identified in the Supplier's Final Supplier Staff List on or after their transfer to the Replacement Supplier or Replacement Subcontractor (as the case may be) on the Service Transfer Date, or to change the terms and conditions of employment or working conditions of any person identified in the Supplier's Final Supplier Staff List who would have been a Transferring Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Service Transfer Date as a result of or for a reason connected to such proposed changes;
 - 2.11.5 any statement communicated to or action undertaken by the Replacement Supplier or Replacement Subcontractor to, or in respect of, any Transferring Supplier Employee identified in the Supplier's Final Supplier Staff List on or before the Service Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing;

- 2.11.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - a) in relation to any Transferring Supplier Employee identified in the Supplier's Final Supplier Staff List, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date; and
 - b) in relation to any employee who is not a Transferring Supplier Employee identified in the Supplier's Final Supplier Staff List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier or Subcontractor, to the Replacement Supplier or Replacement Subcontractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date;
- 2.11.7 a failure of the Replacement Supplier or Replacement Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees identified in the Supplier's Final Supplier Staff List in respect of the period from (and including) the Service Transfer Date; and
- 2.11.8 any claim made by or in respect of a Transferring Supplier Employee identified in the Supplier's Final Supplier Staff List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee relating to any act or omission of the Replacement Supplier or Replacement Subcontractor in relation to obligations under regulation 13 of the Employment Regulations.
- 2.12 The indemnity in Paragraph 2.10 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Subcontractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Subcontractor (as applicable) to comply with its obligations under the Employment Regulations, or to the extent the Employee Liabilities arise out of the termination of employment of any person who is not identified in the Supplier's Final Supplier Staff List in accordance with Paragraph 2.5(and subject to the limitations set out in Paragraphs 2.6 and 2.7 above).

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ANNEX E1: LIST OF NOTIFIED SUBCONTRACTORS



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ANNEX E2: STAFFING INFORMATION

EMPLOYEE INFORMATION (ANONYMISED)

Name of Transferor:

Number of Employees in-scope to transfer:

Completion notes

- 1 If you have any Key Subcontractors, please complete all the above information for any staff employed by such Key Subcontractor(s) in a separate spreadsheet.
- This spreadsheet is used to collect information from the current employer (transferor) about employees performing the relevant services to help plan for a potential TUPE transfer. Some or all of this information may be disclosed to bidders as part of a procurement process. The information should not reveal the employees' identities.
- If the information cannot be included on this form, attach the additional information, such as relevant policies, and cross reference to the item number and employee number where appropriate.

| EMPLO | EMPLOYEE DETAILS & KEY TERMS | | | | | | | | | |
|-------------|------------------------------|--|-----|---|--|--|--|--|--|--|
| Detail s | ail Job Grade Locati Age on | | Age | Employment status (for example, employee, fixed-term employee, self-employed, agency worker)? | Continuous service date (dd/mm/yy) | Date employment started with existing employer | | | | |
| Emp No 1 | | | | | | | | | | |
| Emp No 2 | | | | | | | | | | |
| Emp No | | | | | | | | | | |
| Emp No | | | | | | | | | | |
| Emp No | | | | | | | | | | |
| Emp No | | | | | | | | | | |
| Emp No | | | | | | | | | | |

| Emp No | | | | |
|-----------|--|--|--|--|
| | | | | |

| EMPLOYEE DETAILS & KEY TERMS | |
|------------------------------|--|
|------------------------------|--|

| Details | Contract end date (if fixed term contract or temporary contract) | Contractual notice period | Contractual weekly hours | Regular overtime hours per week | Mobility or flexibility clause in contract? | Previously TUPE transferred to organisation? If so, please specify (i) date of transfer, (ii) name of transferor, and (iii) whether ex public sector | Any collective agreements? |
|-------------|--|---------------------------|--------------------------------|--|---|--|----------------------------|
| Emp No 1 | | | | | | | |
| Emp No 2 | | | | | | | |
| Emp No | | | | | | | |
| Emp No | | | | | | | |
| Emp No | | | | | | | |
| Emp No | | | | | | | |

| Emp No | | | | | | | | | | | | |
|-------------|---|--------------------------------------|---|--|-------------------------|--------------------------------|----------------------|----------------------------|--|--|--|--|
| | ASSIGNMENT | CONTRACT | CONTRACTUAL PAY AND BENEFITS | | | | | | | | | |
| Details | % of working time dedicated to the provision of services under the contract | Salary (or hourly rate of pay) | Payment interval (weekly / fortnightly / monthly) | Bonus payment for previous 12 months (please specify whether contractual or discretionary entitlement) | Pay review method | Frequency of pay reviews | Agreed pay increases | Next pay review date | | | | |
| Emp No 1 | | | | | | | | | | | | |
| Emp No 2 | | | | | | | | | | | | |
| Emp No | | | | | | | | | | | | |
| Emp No | | | | | | | | | | | | |
| Emp No | | | | | | | | | | | | |

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

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

SCHEDULE 7 (STAFF TRANSFER)

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

SCHEDULE 7 (STAFF TRANSFER)

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

SCHEDULE 7 (STAFF TRANSFER)

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| | OTHER | | |
|----------|----------------------|-----------------------------------|-----------------------------|
| Details | Security Check Level | Security Clearance Expiry date | Additional info or comments |
| Emp No 1 | | | |
| Emp No 2 | | | |
| Emp No | | | |

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Schedule 8 (Implementation Plan and Testing)

Part A - Implementation

1. Definitions

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

| "Delay" | (a) | a delay in the Achievement of a Milestone by its Milestone Date; or | | |
|-------------------------|---|---|--|--|
| | (b) | a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan; | | |
| "Deliverable Item" | delive | em or feature in the supply of the Deliverables ered or to be delivered by the Supplier at or before estone Date listed in the Implementation Plan; | | |
| "Implementation Period" | has the meaning given to it in Paragraph 7.1; | | | |
| "Milestone Payment" | made | rment identified in the Implementation Plan to be following the issue of a Satisfaction Certificate in ect of Achievement of the relevant Milestone; | | |

AGREEING AND FOLLOWING THE IMPLEMENTATION PLAN

- 1.1 A draft of the Implementation Plan is set out in the Annex to this Schedule. The Supplier shall provide a further draft Implementation Plan one (1) day after the Start Date.
- 1.2 The draft Implementation Plan:
 - 1.2.1 must contain information at the level of detail necessary to manage the implementation stage effectively and as the Buyer may otherwise require; and
 - 1.2.2it shall take account of all dependencies known to, or which should reasonably be known to, the Supplier.
- 1.3 Following receipt of the draft Implementation Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the Implementation Plan. If the Parties are unable to agree the contents of the Implementation Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 1.4 The Supplier shall provide each of the Deliverable Items identified in the Implementation Plan by the date assigned to that Deliverable Item in the Implementation Plan so as to ensure that each Milestone identified in the Implementation Plan is Achieved on or before its Milestone Date.

SCHEDULE 8 (IMPLEMENTATION PLAN AND TESTING)

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1.5 The Supplier shall monitor its performance against the Implementation Plan and Milestones (if any) and report to the Buyer on such performance.

REVIEWING AND CHANGING THE IMPLEMENTATION PLAN

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

SECURITY REQUIREMENTS BEFORE THE START DATE

- 3.1 The Supplier shall provide the names of all Supplier Staff and Subcontractors and inform the Buyer of any alterations and additions as they take place throughout the Contract Period.
- 3.2 The Supplier shall ensure that all Supplier Staff and Subcontractors requiring access to the Buyer Premises have the appropriate security clearance. It is the Supplier's responsibility to establish whether or not the level of clearance will be sufficient for access. Unless prior approval has been received from the Buyer, the Supplier shall be responsible for meeting the costs associated with the provision of security cleared escort services.
- 3.3 If a property requires Supplier Staff or Subcontractors to be accompanied by the Buyer's Authorised Representative, the Buyer must be given reasonable notice of such a requirement, except in the case of emergency access.

WHAT TO DO IF THERE IS A DELAY

- 4.1 If the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay under this Contract it shall:
 - 4.1.1 notify the Buyer as soon as practically possible and no later than within two (2) Working Days from becoming aware of the Delay or anticipated Delay;
 - 4.1.2include in its notification an explanation of the actual or anticipated impact of the Delay:
 - 4.1.3 comply with the Buyer's instructions in order to address the impact of the Delay or anticipated Delay; and
 - 4.1.4use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay.

SCHEDULE 8 (IMPLEMENTATION PLAN AND TESTING)

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IMPLEMENTATION PLAN

- 5.1 The Implementation Period will be a six Week period.
- 5.2 The Implementation Period and the Supplier's full service obligations shall formally be assumed on the Start Date as set out in Award Form.
- 5.3 In accordance with the Implementation Plan, the Supplier shall:
 - 5.3.1 work cooperatively and in partnership with the Buyer, where applicable, to understand the scope of Services to ensure a mutually beneficial handover of the Services:
 - 5.3.2work with the Buyer to assess the scope of the Services and prepare a plan which demonstrates how they will mobilise the Services; and
 - 5.3.3 produce an Implementation Plan, to be agreed by the Buyer, for carrying out the requirements within the Implementation Period including, key Milestones and dependencies.
- 5.4 The Implementation Plan will include detail stating:
 - 5.4.1 how the Supplier will work with the Buyer Authorised Representative to capture and load up information such as asset data; and
 - 5.4.2a communications plan, to be produced and implemented by the Supplier, but to be agreed with the Buyer, including the frequency, responsibility for and nature of communication with the Buyer and end users of the Services.
- 5.5 In addition, the Supplier shall:
 - 5.5.1 appoint a Supplier Authorised Representative who shall be responsible for the management of the Implementation Period, to ensure that the Implementation Period is planned and resourced adequately, and who will act as a point of contact for the Buyer:
 - 5.5.2 mobilise all the Services specified in the Specification within the Contract;
 - 5.5.3 produce an Implementation Plan report for each Buyer Premises to encompass programmes that will fulfil all the Buyer's obligations to landlords and other tenants:
 - a) the format of reports and programmes shall be in accordance with the Buyer's requirements and particular attention shall be paid to establishing the operating requirements of the occupiers when preparing these programmes which are subject to the Buyer's approval; and
 - b) the Parties shall use reasonable endeavours to agree the contents of the report but if the Parties are unable to agree the contents within twenty (20) Working Days of its submission by the Supplier to the Buyer, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
 - 5.5.4 manage and report progress against the Implementation Plan;
 - 5.5.5 construct and maintain an Implementation risk and issue register in conjunction with the Buyer detailing how risks and issues will be effectively communicated to the Buyer in order to mitigate them;
 - 5.5.6 attend progress meetings (frequency of such meetings shall be as set out in the Award Form) in accordance with the Buyer's requirements during the Implementation Period. Implementation meetings shall be chaired by the

SCHEDULE 8 (IMPLEMENTATION PLAN AND TESTING)

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Buyer and all meeting minutes shall be kept and published by the Supplier; and

5.5.7ensure that all risks associated with the Implementation Period are minimised to ensure a seamless change of control between incumbent supplier and the Supplier.

Annex 1: Implementation Plan

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

| Milestone | Deliverable Items | Duration | Milestone Date | Buyer Responsibilities | Milestone Payments |
|-----------|----------------------|----------|----------------|---------------------------|-----------------------|
| [] | [] | [] | [] | [] | [] |

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

For the purposes of Paragraph 6.1.2b, the Delay Period Limit shall be 5 working days.

SCHEDULE 10 (SERVICE LEVELS)

Schedule 10 (Service Levels)

1. Definitions

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

"Critical Service Level has the meaning given to it in the Award Form; Failure" "Service Credits" any service credits specified in the Annex to Part A of this Schedule being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels: "Service Credit Cap" has the meaning given to it in the Award Form; "Service Level means a failure to meet the Service Level Performance Failure" Measure in respect of a Service Level: "Service Level shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule, these will be Performance Measure" applied from 3 months after the Contract Start Date; and "Service Level shall be as set out against the relevant Service Level in Threshold" the Annex to Part A of this Schedule.

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

- 2.1. The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.
- 2.2. The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A of this Schedule including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to meet any Service Level Performance Measure.
- 2.3. The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.
- 2.4. A Service Credit shall be the Buyer's exclusive financial remedy for a Service Level Failure except where:
- 2.4.1. the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or
 - 2.4.2. the Service Level Failure:
 - a) exceeds the relevant Service Level Threshold:
 - b) has arisen due to a Prohibited Act or wilful Default by the Supplier;
 - c) results in the corruption or loss of any Government Data; and/or

SCHEDULE 10 (SERVICE LEVELS)

- d) results in the Buyer being required to make a compensation payment to one or more third parties; and/or
- 2.4.3.the Buyer is also entitled to or does terminate this Contract pursuant to Clause 14.4 of the Core Terms (When the Buyer can end the contract).
- 2.5. Not more than once in each Contract Year, the Buyer may, on giving the Supplier at least three (3) Months' notice, change the weighting of Service Level Performance Measure in respect of one or more Service Levels and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:
- 2.5.1. the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date;
- 2.5.2. the principal purpose of the change is to reflect changes in the Buyer's business requirements and/or priorities or to reflect changing industry standards; and
 - 2.5.3. there is no change to the Service Credit Cap.

3. Critical Service Level Failure

On the occurrence of a Critical Service Level Failure:

- 3.1. any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and
- 3.2. the Buyer shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period ("Compensation for Critical Service Level Failure"),
- provided that the operation of this Paragraph 3 shall be without prejudice to the right of the Buyer to terminate this Contract and/or to claim damages from the Supplier for material Default.

SCHEDULE 10 (SERVICE LEVELS)

Part A: Service Levels and Service Credits

1. Service Levels

If the level of performance of the Supplier:

- 1.1. is likely to or fails to meet any Service Level Performance Measure; or
- 1.2. is likely to cause or causes a Critical Service Failure to occur,

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

- 1.2.1. require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;
 - 1.2.2. instruct the Supplier to comply with the Rectification Plan Process;
- 1.2.3. if a Service Level Failure has occurred, deduct the applicable Service Level Credits payable by the Supplier to the Buyer; and/or
- 1.2.4. if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for material Default).

2. Service Credits

- 2.1. The Buyer shall use the Performance Monitoring Reports supplied by the Supplier to verify the calculation and accuracy of the Service Credits, if any, applicable to each Service Period.
- 2.2. Service Credits are a reduction of the amounts payable in respect of the Deliverables and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with calculation formula in the Annex to Part A of this Schedule.

SCHEDULE 10 (SERVICE LEVELS)

Annex A to Part A: Service Levels and Service Credits Table

Service Levels – Measured on a quarterly basis in line with the Service Period defined in the Award Form.

| Service Level Performance Criterion | Key Indicator | Service Level Performan ce Measure (quarterly) | Service Level Threshold | Service Credit for each Service Period | Publish able KPI | |
|--|---|--|---|--|------------------------|--|
| Respond to Authority requests within 1 working day. Larger requests should be acknowledge d within this time frame and resolved within a reasonable period of time as agreed with the Authority. | Availability Monthly and quarterly request answering statistics to be reported on in monthly/quart erly reports and reviewed at the monthly/quart erly meeting with delivery managers. | At least 95% at all times | At least 90% at all times | 0.2% Service Credit gained for each percentage under the specified Service Level Performance Measure | Yes | |
| Supporting companies to establish offices and/ or hire one full time employee as a minimum. | No. of UK companies supported to consider hiring talent and/or establishing offices in the region per | At least 10 | At least 8 companie s consider establishi ng offices or hiring one full time employee | 0.4% Service Credit gained for each percentage under the specified Service Level Performance Measure | Yes | |

SCHEDULE 10 (SERVICE LEVELS)

| | year. Measured quarterly against proportional levels of the overall Service Level. | | | | |
|---|---|---------------------|---------------------|--|-----|
| Organising reverse pitching sessions for suppliers | Delivery No. of reverse pitching sessions (or equivalent) organised each year. Measured quarterly against proportional levels of the overall Service Level. | At least 2 sessions | At least 2 sessions | 0.2% Service Credit gained for each percentage under the specified Service Level Performance Measure | Yes |
| Supporting companies to establish regional partnerships ¹ in APAC. | No. of regional partnerships supported per year. Measured quarterly against proportional levels of the | At least 10 | At least 8 | 0.4% Service Credit gained for each percentage under the specified Service Level Performance Measure | Yes |

[→] ¹ The term 'regional partnership' is understood to include ongoing commercial discussions beyond the conclusion of support programmes provided by the supplier.

SCHEDULE 10 (SERVICE LEVELS)

| | overall Service Level. | | | | |
|--|--|-------------|-------------|--|-----|
| Arranging one-to-one meetings between UK and APAC companies. | Delivery No. of one-to- one meetings arranged between UK and APAC companies. Measured quarterly against proportional levels of the overall Service Level. | At least 11 | At least 10 | 0.2% Service Credit gained for each percentage under the specified Service Level Performance Measure | Yes |
| Successful regional investment. | Quality No. of companies successfully invested in by regional investors, per year. Measured quarterly against proportional levels of the overall Service Level. | At least 2 | At least 1 | 0.4% Service Credit gained for each percentage under the specified Service Level Performance Measure | Yes |

The Service Credits shall be calculated on the basis of the following formula:

Example:

Formula: x% (Service Level Performance Measure) - x%

x% of the Charges for the relevant
 Service Period payable to the Buyer
 as Service Credits to be deducted

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SCHEDULE 10 (SERVICE LEVELS)

(actual Service Level performance)

from the next Invoice(s) payable by the Buyer in accordance with clause 1.12.

Worked example: 98% (e.g. Service Level Performance Measure requirement for accurate and timely billing Service Level) - 85% (e.g. actual performance achieved against this Service Level in a Service Period)

13% of the Charges for the relevant Service Period payable to the Buyer as Service Credits to be deducted from the next Invoice(s) payable by the Buyer in accordance with clause 1.12.

13% x 0.2% Service Credit = 2.6%

Part B: Performance Monitoring

1. Performance Monitoring and Performance Review

- 1.1. Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
- 1.2 The Supplier shall provide the Buyer with performance monitoring reports ("Performance Monitoring Reports") in accordance with the process and timescales agreed pursuant to Paragraph 1.1 of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
 - 1.2.1. for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
 - 1.2.2. a summary of all failures to achieve Service Levels that occurred during that Service Period;
 - 1.2.3. details of any Critical Service Level Failures;
 - 1.2.4. for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
 - 1.2.5. the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and
 - 1.2.6. such other details as the Buyer may reasonably require from time to time.
 - 1.3 The Parties shall attend meetings to discuss Performance Monitoring Reports ("Performance Review Meetings") on a Monthly basis. The Performance Review

SCHEDULE 10 (SERVICE LEVELS)

Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:

- 1.3.1. take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;
- 1.3.2. be attended by the Supplier's Representative and the Buyer's Representative; and
- 1.3.3. be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.
- 1.4. The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Buyer's Representative at each meeting.
- 1.5. The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.

2. Satisfaction Surveys

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

SCHEDULE 13 (CONTRACT MANAGEMENT)

Schedule 13 (Contract Management)

1. Definitions

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

"Operational Board"

the board established in accordance with Paragraph The Operational Board shall be established by the Buyer for the purposes of this Contract on which the Supplier and the Buyer shall be represented. of this Schedule;

"Project Manager"

the manager appointed in accordance with Paragraph The Supplier and the Buyer shall each appoint a Project Manager for the purposes of this Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day. of this Schedule;

2. Project Management

- 2.1 The Supplier and the Buyer shall each appoint a Project Manager for the purposes of this Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day.
- 2.2 The Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.
- 2.3 Without prejudice to Paragraph Role of The Operational Board below, the Parties agree to operate the boards specified as set out in the Annex to this Schedule.

3. Role of the Supplier Project Manager

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

SCHEDULE 13 (CONTRACT MANAGEMENT)

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

4. Role of The Operational Board

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

5. Contract Risk Management

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

SCHEDULE 13 (CONTRACT MANAGEMENT)

Annex: Operational Boards

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

| Meeting/ Report | Content | Frequency | Format | Who is involved? |
|--|---|--|----------------------------------|---|
| Services Update | Regular updates and opportunity to discuss any issues and/or project risks | As needed, expected weekly | MS Teams or telephone call | Supplier: UK-based engagement & delivery managers Authority: Contract delivery managers |
| Kick-off meeting | Service planning to agree assumptions and delivery approach | 1 month prior to contract start | MS Teams or telephone call | Supplier: UK-based engagement & delivery managers; Senior Accountable Officer Authority: Contract delivery managers, Contract Manager. |
| Transition meeting (if applicable) | To discuss planning for the service transition to minimise service disruption | When required, assume 1 month before and 1 day before the contract start date | MS Teams or telephone call | Supplier: UK-based engagement & delivery managers; Senior Accountable Officer Authority: Contract delivery managers, Contract Manager. |
| Monthly progress reviews | To review Progress Reports and service delivery against service levels and discuss issues and areas for improvement | Monthly, beginning April 2023 | MS Teams or telephone call | Supplier: UK-based engagement & delivery managers Authority: Contract delivery managers |
| Monthly claim reviews and payments | To review the monthly claim and raise any questions to the supplier if needed. The | Monthly, beginning April 2023 (if required to raise any questions | MS Teams or telephone call | Supplier: UK-based engagement & delivery managers |

SCHEDULE 13 (CONTRACT MANAGEMENT)

| | meeting can be combined with monthly progress reviews if needed. To provide assurance that the programme is on track. | about monthly claims and payments) | | Authority: Contract delivery managers |
|--|---|---|----------------------------------|--|
| Quarterly Progress Reviews | To review service delivery against service levels and discuss issues and areas for improvement. | Quarterly, beginning July 2023 | MS Teams or telephone call | Supplier: UK-based engagement & delivery managers Authority: Contract delivery managers; Contract Manager |
| Yearly contract funding reviews | To address any issues or inconsistencies related to supplier's spending, incl. related to eligible and ineligible expenditure. To provide assurance that the programme is on track. | March 2024 & March 2025 | MS Teams or telephone call | Supplier: UK-based engagement & delivery managers Authority: Contract delivery managers; Contract Manager |
| Interim Progress Report | To review service delivery against service levels and discuss issues and areas for improvement | March 2024 | MS Teams or telephone call | Supplier: UK-based engagement & delivery managers Authority: Contract delivery managers; Contract Manager |
| Final Progress Report | To present the Final Report on Contract delivery and the project outcomes | March 2025 | MS Teams or telephone call | Supplier: UK-based engagement & delivery managers; Senior Accountable Officer |

SCHEDULE 13 (CONTRACT MANAGEMENT)

| | | | | Authority: Contract delivery managers, Contract Manager; SRO |
|-----------------------------|--|---|--|---|
| DTN Governanc e Board | To present progress updates and quality assurance, and to address any issues/risks as well as propose mitigation actions for any under-delivery. | As and when needed, aligns with the DTN Governance Board schedule | MS Teams, telephone call or in person | Supplier: UK-based engagement & delivery managers; Senior Accountable Officer Authority: Contract delivery managers, Contract Manager; SRO |

Schedule 14 (Business Continuity and Disaster Recovery)

1. DEFINITIONS

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

"BCDR Plan" has the meaning given to it in Paragraph 2.1 of this

Schedule;

"Business Continuity

Plan"

has the meaning given to it in Paragraph 2.2.2 of this

Schedule;

"Disaster Recovery Plan" has the meaning given to it in Paragraph 2.2.3 of this

Schedule;

"Related Supplier" any person who provides Deliverables to the Buyer which

are related to the Deliverables from time to time;

"Review Report" has the meaning given to it in Paragraph 6.3 The Supplier

shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Buyer a

report (a "Review Report") setting out the Supplier's

proposals (the "Supplier's Proposals") for addressing any

changes in the risk profile and its proposals for

amendments to the BCDR Plan..3 of this Schedule; and

"Supplier's Proposals" has the meaning given to it in Paragraph 6.3 of this

Schedule:

2. BCDR PLAN

- 2.1. At least ninety (90) Working Days prior to the Start Date the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a plan (a **"BCDR Plan"**), which shall detail the processes and arrangements that the Supplier shall follow to:
 - 2.1.1. ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and
 - 2.1.2. the recovery of the Deliverables in the event of a Disaster
 - 2.2. The BCDR Plan shall be divided into three sections:
 - 2.2.1. Section 1 which shall set out general principles applicable to the BCDR Plan;
 - 2.2.2. Section 2 which shall relate to business continuity (the "Business Continuity Plan"); and

- 2.2.3. Section 3 which shall relate to disaster recovery (the "Disaster Recovery Plan").
- 2.3 Following receipt of the draft BCDR Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

3. GENERAL PRINCIPLES OF THE BCDR PLAN (SECTION 1)

- 3.1 Section 1 of the BCDR Plan shall:
 - 3.1.1. set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
 - 3.1.2. provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Deliverables and any goods and/or services provided to the Buyer by a Related Supplier;
 - 3.1.3. contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity and disaster recovery;
 - 3.1.4. detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of the Buyer and any of its other Related Supplier in each case as notified to the Supplier by the Buyer from time to time;
 - 3.1.5. contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;
 - 3.1.6. contain a risk analysis, including:
 - (a) failure or disruption scenarios and assessments of likely frequency of occurrence;
 - (b) identification of any single points of failure within the provision of Deliverables and processes for managing those risks;
 - (c) identification of risks arising from an Insolvency Event of the Supplier, any Key Subcontractors and/or Supplier Group member;
 - (d) identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Related Supplier; and
 - (e) a business impact analysis of different anticipated failures or disruptions;
 - 3.1.7. provide for documentation of processes, including business processes, and procedures;
 - 3.1.8. set out key contact details for the Supplier (and any Subcontractors) and for the Buyer;
 - 3.1.9. identify the procedures for reverting to "normal service";
 - 3.1.10. set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;
 - 3.1.11. identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan; and

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

4. BUSINESS CONTINUITY (SECTION 2)

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

5. DISASTER RECOVERY (SECTION 3)

- 5.1 The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Buyer supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.
- 5.2 The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:
 - 5.2.1. loss of access to the Buyer Premises;

SCHEDULE 14 (BUSINESS CONTINUITY AND DISASTER RECOVERY)

- 5.2.2. loss of utilities to the Buyer Premises;
- 5.2.3. loss of the Supplier's helpdesk or CAFM system;
- 5.2.4. loss of a Subcontractor:
- 5.2.5. emergency notification and escalation process;
- 5.2.6. contact lists:
- 5.2.7. staff training and awareness;
- 5.2.8. BCDR Plan testing;
- 5.2.9. post implementation review process;
- 5.2.10. any applicable Service Levels with respect to the provision of the disaster recovery services and details of any agreed relaxation to the Service Levels in respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;
- 5.2.11. details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
- 5.2.12. access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and
- 5.2.13. testing and management arrangements.

6. REVIEW AND CHANGING THE BCDR PLAN

- 6.1 The Supplier shall review the BCDR Plan:
 - 6.1.1. on a regular basis and as a minimum once every six (6) Months;
 - 6.1.2. within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 7; and
 - 6.1.3. where the Buyer requests in writing any additional reviews (over and above those provided for in Paragraphs 6.1.1 and 6.1.2 of this Schedule) whereupon the Supplier shall conduct such reviews in accordance with the Buyer's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Buyer for the Buyer's approval. The costs of both Parties of any such additional reviews shall be met by the Buyer except that the Supplier shall not be entitled to charge the Buyer for any costs that it may incur above any estimate without the Buyer's prior written approval.
- 6.2 Each review of the BCDR Plan pursuant to Paragraph 6.1 shall assess its suitability having regard to any change to the Deliverables or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within such period as the Buyer shall reasonably require.
- 6.3 The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Buyer a report (a "Review Report") setting out the Supplier's proposals (the "Supplier's Proposals") for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan.

- 6.4 Following receipt of the Review Report and the Supplier's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Supplier's Proposals. If the Parties are unable to agree Review Report and the Supplier's Proposals within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 6.5 The Supplier shall as soon as is reasonably practicable after receiving the approval of the Supplier's Proposals effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Deliverables.

7. TESTING THE BCDR PLAN

- 7.1 The Supplier shall test the BCDR Plan:
 - 7.1.1. regularly and in any event not less than once in every Contract Year;
 - 7.1.2. in the event of any major reconfiguration of the Deliverables
 - 7.1.3. at any time where the Buyer considers it necessary (acting in its sole discretion).
- 7.2 If the Buyer requires an additional test of the BCDR Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Buyer's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Buyer unless the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.
- 7.3 The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of the Buyer and shall liaise with the Buyer in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Buyer.
- 7.4 The Supplier shall ensure that any use by it or any Subcontractor of "live" data in such testing is first approved with the Buyer. Copies of live test data used in any such testing shall be (if so required by the Buyer) destroyed or returned to the Buyer on completion of the test.
- 7.5 The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Buyer a report setting out:
 - 7.5.1. the outcome of the test;
 - 7.5.2. any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and
 - 7.5.3. the Supplier's proposals for remedying any such failures.
- 7.6 Following each test, the Supplier shall take all measures requested by the Buyer to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at its own cost, by the date reasonably required by the Buyer.

8. INVOKING THE BCDR PLAN

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

SCHEDULE 14 (BUSINESS CONTINUITY AND DISASTER RECOVERY)

9. CIRCUMSTANCES BEYOND YOUR CONTROL

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

Schedule 16 (Security)

Part A: Short Form Security Requirements

1. DEFINITIONS

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

"Breach of Security"

the occurrence of:

- a) any unauthorised access to or use of the Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or
- b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract,
- c) in either case as more particularly set out in the Security Policy where the Buyer has required compliance there with in accordance with Paragraph 2.1.

2. COMPLYING WITH SECURITY REQUIREMENTS AND UPDATES TO THEM

- 2.1. Where the Security Policy applies the Buyer shall notify the Supplier of any changes or proposed changes to the Security Policy.
- 2.2. If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Deliverables it may propose a Variation to the Buyer. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall be subject to the Variation Procedure.
- 2.3. Until and/or unless a change to the Charges is agreed by the Buyer pursuant to the Variation Procedure the Supplier shall continue to provide the Deliverables in accordance with its existing obligations.

3. SECURITY STANDARDS

- 3.1. The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on security.
- 3.2. The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:
 - 3.2.1. is in accordance with the Law and this Contract;
 - 3.2.2. as a minimum demonstrates Good Industry Practice;

- 3.2.3. meets any specific security threats of immediate relevance to the Deliverables and/or the Government Data; and
- 3.2.4. where specified by the Buyer in accordance with Paragraph 2.1. complies with the Security Policy and the ICT Policy.
- 3.3. The references to standards, guidance and policies contained or set out in Paragraph 3.2 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
- 3.4. In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Buyer's Representative of such inconsistency immediately upon becoming aware of the same, and the Buyer's Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.

4. SECURITY BREACH

- 4.1. Either Party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.
- 4.2. Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 5.1, the Supplier shall:
 - 4.2.1. immediately use all reasonable endeavours (which shall include any action or changes reasonably required by the Buyer) necessary to:
 - 4.2.1.1. minimise the extent of actual or potential harm caused by any Breach of Security;
 - 4.2.1.2. remedy such Breach of Security to the extent possible and protect the integrity of the Buyer and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;
 - 4.2.1.3. prevent an equivalent breach in the future exploiting the same cause failure; and
 - 4.2.1.4. as soon as reasonably practicable provide to the Buyer, where the Buyer so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a cause analysis where required by the Buyer.
- 4.3. In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Security Management Plan with the Security Policy (where relevant in accordance with Paragraph 2.1. or the requirements of this Schedule, then any required change to the Security Management Plan shall be at no cost to the Buyer.

Part B - Annex 1:

Baseline security requirements

1. HANDLING CLASSIFIED INFORMATION

1.1. The Supplier shall not handle Buyer information classified SECRET or TOP SECRET except if there is a specific requirement and in this case prior to receipt of such information the Supplier shall seek additional specific guidance from the Buyer.

2. END USER DEVICES

- 2.1. When Government Data resides on a mobile, removable or physically uncontrolled device it must be stored encrypted using a product or system component which has been formally assured through a recognised certification process of the National Cyber Security Centre ("NCSC") to at least Foundation Grade, for example, under the NCSC Commercial Product Assurance scheme ("CPA").
- 2.2. Devices used to access or manage Government Data and services must be under the management authority of Buyer or Supplier and have a minimum set of security policy configuration enforced. These devices must be placed into a 'known good' state prior to being provisioned into the management authority of the Buyer. Unless otherwise agreed with the Buyer in writing, all Supplier devices are expected to meet the set of security requirements set out in the End User Devices Security Guidance (https://www.ncsc.gov.uk/guidance/end-user-device-security). Where the guidance highlights shortcomings in a particular platform the Supplier may wish to use, then these should be discussed with the Buyer and a joint decision shall be taken on whether the residual risks are acceptable. Where the Supplier wishes to deviate from the NCSC guidance, then this should be agreed in writing on a case by case basis with the Buyer.

3. DATA PROCESSING, STORAGE, MANAGEMENT AND DESTRUCTION

- 3.1. The Supplier and Buyer recognise the need for the Buyer's information to be safeguarded under the UK Data Protection regime or a similar regime. To that end, the Supplier must be able to state to the Buyer the physical locations in which data may be stored, processed and managed from, and what legal and regulatory frameworks Government Data will be subject to at all times.
- 3.2. The Supplier shall agree any change in location of data storage, processing and administration with the Buyer in accordance with Clause 18 (Data protection).
- 3.3. The Supplier shall:
 - 3.3.1. provide the Buyer with all Government Data on demand in an agreed open format;
 - 3.3.2. have documented processes to guarantee availability of Government Data in the event of the Supplier ceasing to trade;
 - 3.3.3. securely destroy all media that has held Government Data at the end of life of that media in line with Good Industry Practice; and
 - 3.3.4. securely erase any or all Government Data held by the Supplier when requested to do so by the Buyer.

4. ENSURING SECURE COMMUNICATIONS

- 4.1. The Buyer requires that any Government Data transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device must be encrypted using a product or system component which has been formally assured through a certification process recognised by NCSC, to at least Foundation Grade, for example, under CPA.
- 4.2. The Buyer requires that the configuration and use of all networking equipment to provide the Services, including those that are located in secure physical locations, are at least compliant with Good Industry Practice.

5. SECURITY BY DESIGN

- 5.1. The Supplier shall apply the 'principle of least privilege' (the practice of limiting systems, processes and user access to the minimum possible level) to the design and configuration of IT systems which will process or store Government Data.
- 5.2. When designing and configuring the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) the Supplier shall follow Good Industry Practice and seek guidance from recognised security professionals with the appropriate skills and/or a NCSC certification (https://www.ncsc.gov.uk/section/products-services/ncsc-certification) for all bespoke or complex components of the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier).

6. SECURITY OF SUPPLIER STAFF

- 6.1. Supplier Staff shall be subject to pre-employment checks that include, as a minimum: identity, unspent criminal convictions and right to work.
- 6.2. The Supplier shall agree on a case by case basis Supplier Staff roles which require specific government clearances (such as 'SC') including system administrators with privileged access to IT systems which store or process Government Data.
- 6.3. The Supplier shall prevent Supplier Staff who are unable to obtain the required security clearances from accessing systems which store, process, or are used to manage Government Data except where agreed with the Buyer in writing.
- 6.4. All Supplier Staff that have the ability to access Government Data or systems holding Government Data shall undergo regular training on secure information management principles. Unless otherwise agreed with the Buyer in writing, this training must be undertaken annually.
- 6.5. Where the Supplier or Subcontractors grants increased ICT privileges or access rights to Supplier Staff, those Supplier Staff shall be granted only those permissions necessary for them to carry out their duties. When staff no longer need elevated privileges or leave the organisation, their access rights shall be revoked within one (1) Working Day.

7. RESTRICTING AND MONITORING ACCESS

7.1. The Supplier shall operate an access control regime to ensure all users and administrators of the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) are uniquely identified and authenticated when accessing or administering the Services. Applying the 'principle of least privilege',

SCHEDULE 16 (SECURITY)

users and administrators shall be allowed access only to those parts of the ICT Environment that they require. The Supplier shall retain an audit record of accesses.

8. AUDIT

- 8.1. The Supplier shall collect audit records which relate to security events in the systems or that would support the analysis of potential and actual compromises. In order to facilitate effective monitoring and forensic readiness such Supplier audit records should (as a minimum) include:
 - 8.1.1. Logs to facilitate the identification of the specific asset which makes every outbound request external to the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier). To the extent the design of the Deliverables allows such logs shall include those from DHCP servers, HTTP/HTTPS proxy servers, firewalls and routers.
 - 8.1.2. Security events generated in the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) and shall include: privileged account log-on and log-off events, the start and termination of remote access sessions, security alerts from desktops and server operating systems and security alerts from third party security software.
- 8.2. The Supplier and the Buyer shall work together to establish any additional audit and monitoring requirements for the ICT Environment.
- 8.3. The Supplier shall retain audit records collected in compliance with this Paragraph 8 for a period of at least 6 Months.

SCHEDULE 19 (CYBER ESSENTIALS)

Schedule 19 (Cyber Essentials Scheme)

1. DEFINITIONS

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

"Cyber Essentials Scheme" the Cyber Essentials Scheme developed by the

Government which provides a clear statement of the basic controls all organisations should implement to mitigate the risk from common internet based threats (as may be amended from time to time). Details of the Cyber Essentials

Scheme can be found at:

https://www.gov.uk/government/publications/cybe

r-essentials-scheme-overview

"Cyber Essentials Basic

Certificate"

the certificate awarded on the basis of selfassessment, verified by an independent certification body, under the Cyber Essentials Scheme and is the basic level of assurance;

"Cyber Essentials

Certificate"

Cyber Essentials Basic Certificate or the Cyber Essentials Plus Certificate to be provided by the

Supplier as set out in the Award Form

"Cyber Essential Scheme

Data"

sensitive and personal information and other relevant information as referred to in the Cyber

Essentials Scheme

"Cyber Essentials Plus

Certificate"

the certification awarded on the basis of external testing by an independent certification body of the Supplier's cyber security approach under the Cyber Essentials Scheme and is a more

advanced level of assurance.

2. WHAT CERTIFICATION DO YOU NEED

- 2.1 Where the Award Form requires that the Supplier provide a Cyber Essentials Basic Certificate and ISO 27001 prior to the Award Form being executed by the Supplier and the Buyer, the Supplier shall provide a valid Cyber Essentials Certificate to the Buyer. Where the Supplier fails to comply with this Paragraph 2.1 it shall be prohibited from commencing the provision of Deliverables under the Contract until such time as the Supplier has evidenced to the Buyer its compliance with this Paragraph 2.1.
- 2.2 Where the Supplier continues to Process Cyber Essentials Scheme Data during the Contract Period of the Contract the Supplier shall deliver to the Buyer evidence of

SCHEDULE 19 (CYBER ESSENTIALS)

- renewal of the Cyber Essentials Certificate on each anniversary of the first applicable certificate obtained by the Supplier under Paragraph 2.1
- 2.3 Where the Supplier is due to Process Cyber Essentials Scheme Data after the Start date of the Contract but before the end of the Contact Period, the Supplier shall deliver to the Buyer evidence of:
 - 2.3.1 a valid and current Cyber Essentials Certificate before the Supplier Processes any such Cyber Essentials Scheme Data; and
 - 2.3.2 renewal of the valid Cyber Essentials Certificate on each anniversary of the first Cyber Essentials Scheme certificate obtained by the Supplier under Paragraph 2.1
- 2.4 In the event that the Supplier fails to comply with Paragraphs 2.2 or 2.3 (as applicable), the Buyer reserves the right to terminate this Contract for material Default.
- 2.5 The Supplier shall ensure that all Sub-Contracts with Subcontractors who Process Cyber Essentials Data contain provisions no less onerous on the Subcontractors than those imposed on the Supplier under this Contract in respect of the Cyber Essentials Scheme under Paragraph 2.1 of this Schedule.
- 2.6 This Schedule shall survive termination or expiry of this Contract.

SCHEDULE 21 (VARIATION FORM)

Schedule 20 (Processing Data)

1. Status of the Controller

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

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

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

- 2.1 Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (*Processing Personal Data*) by the Controller.
- 2.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
- 2.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
 - 2.3.1 a systematic description of the envisaged Processing and the purpose of the Processing;
 - 2.3.2 an assessment of the necessity and proportionality of the Processing in relation to the Services;
 - 2.3.3 an assessment of the risks to the rights and freedoms of Data Subjects; and
 - 2.3.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 2.4 The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
 - 2.4.1 Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;
 - 2.4.2 ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 18.4 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
 - 2.4.2.1 nature of the data to be protected;
 - 2.4.2.2 harm that might result from a Personal Data Breach;

SCHEDULE 21 (VARIATION FORM)

- 2.4.2.3 state of technological development; and
- 2.4.2.4 cost of implementing any measures;
- 2.4.3 ensure that:
 - 2.4.3.1 the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));
 - 2.4.3.2 it uses all reasonable endeavours to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - 2.4.3.2.1 are aware of and comply with the Processor's duties under this Schedule 20, Clauses 18 (Data protection), 19 (What you must keep confidential) and 20 (When you can share information);
 - 2.4.3.2.2 are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - 2.4.3.2.3 are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
 - 2.4.3.2.4 have undergone adequate training in the use, care, protection and handling of Personal Data;
- 2.4.4 not transfer Personal Data outside of the UK unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - 2.4.4.1 the transfer is in accordance with Article 45 of the UK GDPR (or section 73 of DPA 2018); or
 - 2.4.4.2 the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or section 75 of the DPA 2018) as determined by the Controller which could include relevant parties entering into the International Data Transfer Agreement (the "IDTA"), or International Data Transfer Agreement Addendum to the European Commission's SCCs (the "Addendum"), as published by the Information Commissioner's Office from time to time, as well as any additional measures determined by the Controller:
 - 2.4.4.3 the Data Subject has enforceable rights and effective legal remedies;
 - 2.4.4.4 the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - 2.4.4.5 the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data;

SCHEDULE 21 (VARIATION FORM)

- 2.4.5 where the Personal Data is subject to EU GDPR, not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - 2.4.5.1 the transfer is in accordance with Article 45 of the EU GDPR; or
 - 2.4.5.2 the transferring Party has provided appropriate safeguards in relation to the transfer in accordance with Article 46 of the EU GDPR as determined by the non-transferring Party which could include relevant parties entering into Standard Contractual Clauses in the European Commission's decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time as well as any additional measures determined by the non-transferring Party:
 - 2.4.5.3 the Data Subject has enforceable rights and effective legal remedies;
 - 2.4.5.4 the transferring Party complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the non-transferring Party in meeting its obligations); and
 - 2.4.5.5 the transferring Party complies with any reasonable instructions notified to it in advance by the non-transferring Party with respect to the processing of the Personal Data; and
- 2.4.6 at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
- 2.5 Subject to Paragraph 2.5 of this Schedule 20, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
 - 2.5.1 receives a Data Subject Access Request (or purported Data Subject Access Request);
 - 2.5.2 receives a request to rectify, block or erase any Personal Data;
 - 2.5.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - 2.5.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
 - 2.5.5 receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - 2.5.6 becomes aware of a Personal Data Breach.
- 2.6 The Processor's obligation to notify under Paragraph 2.5 of this Schedule 20 shall include the provision of further information to the Controller, as details become available.
- 2.7 Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Paragraph 2.5

SCHEDULE 21 (VARIATION FORM)

of this Schedule 20 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:

- 2.7.1 the Controller with full details and copies of the complaint, communication or request;
- 2.7.2 such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
- 2.7.3 the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
- 2.7.4 assistance as requested by the Controller following any Personal Data Breach; and/or
- 2.7.5 assistance as requested by the Controller with respect to any request from the Information Commissioner's Office or any other regulatory authority, or any consultation by the Controller with the Information Commissioner's Office or any other regulatory authority.
- 2.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Schedule 20. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
 - 2.8.1 the Controller determines that the Processing is not occasional;
 - 2.8.2 the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
 - 2.8.3 the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 2.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 2.10 The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 2.11 Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
 - 2.11.1 notify the Controller in writing of the intended Subprocessor and Processing;
 - 2.11.2 obtain the written consent of the Controller;
 - 2.11.3 enter into a written agreement with the Subprocessor which give effect to the terms set out in this Schedule 20 such that they apply to the Subprocessor; and
 - 2.11.4 provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
- 2.12 The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
- 2.13 The Buyer may, at any time on not less than 30 Working Days' notice, revise this Schedule 20 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).

SCHEDULE 21 (VARIATION FORM)

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

3. Where the Parties are Joint Controllers of Personal Data

3.1 In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement Paragraphs that are necessary to comply with UK GDPR Article 26 based on the terms set out in Annex 2 to this Schedule 20 (*Processing Data*).

Independent Controllers of Personal Data

- 3.2 With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
- 3.3 Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
- 3.4 Where a Party has provided Personal Data to the other Party in accordance with Paragraph 3.2 of this Schedule 20 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
- 3.5 The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
- 3.6 The Parties shall only provide Personal Data to each other:
 - 3.6.1 to the extent necessary to perform their respective obligations under the Contract;
 - 3.6.2 in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and
 - 3.6.3 where it has recorded it in Annex 1 (*Processing Personal Data*).
- 3.7 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.
- 3.8 A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
- 3.9 Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract ("Request Recipient"):

SCHEDULE 21 (VARIATION FORM)

- 3.9.1 the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
- 3.9.2 where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
 - 3.9.2.1 promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
 - 3.9.2.2 provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
- 3.10 Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
 - 3.10.1 do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
 - 3.10.2 implement any measures necessary to restore the security of any compromised Personal Data;
 - 3.10.3 work with the other Party to make any required notifications to the Information Commissioner's Office or any other regulatory authority and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
 - 3.10.4 not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
- 3.11 Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (*Processing Personal Data*).
- 3.12 Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (*Processing Personal Data*).
- 3.13 Notwithstanding the general application of Paragraphs 2.1 and 2.14 of of this Schedule 20 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with Paragraphs 3.2 to 3.12 of this schedule 20.

SCHEDULE 21 (VARIATION FORM)

Annex 1 - Processing Personal Data

1. This Annex shall be completed by the Buyer, who may take account of the view of the Supplier, however the final decision as to the content of this Annex shall be with the Buyer at its absolute discretion.



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

| Description | Details | | |
|--|--|--|--|
| Description Identity of Controller for each Category of Personal Data | The Parties are Independent Controllers of Personal Data The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of: Contact details of participating UK businesses sourced by suppliers or those forming part of Supplier's database for which the Supplier is the Controller, Contact details of any UK directors, officers, employees, agents, consultants and contractors of businesses sourced by supplier or those forming part of supplier's database for which the supplier is the controller, Contact details of Singapore/Asia-based business executives sourced by suppliers or those forming part of Supplier's database for which the Supplier is the Controller, Contacts sourced by supplier from Taiwan, Korea, Japan, Singapore, Australia | | |
| | Contact details of supplier's subcontractors. Contact details of UK businesses which already form part of the buyer's database. If supplier has the consent of the business to share the personal data to the buyer; the buyer will be independent controller of data shared by supplier to the buyer. To this end, the lawful basis of the supplier to share the personal information is consent. The personal data in the above category will consist of – Name and contact details of sole traders. Owner of the businesses, Contact details of owner of the business or sole traders, Name and contact details of directors, officers, employees, agents, consultants and contractors of the UK, Asia and Australia. | | |

SCHEDULE 21 (VARIATION FORM)

| Duration of the Processing | From the Start date of this Contract and until 6 months after the end date of the contract |
|---|--|
| Nature and purposes of the Processing | For the supplier as independent controller of data, the nature of processing will involve collection, recording, organisation, storage, retrieval, consultation, use, disclosure by transmission. The purpose of the supplier in carrying out the above processing is compliance of contract entered with the buyer. The nature of processing for the Buyer is collection, recording, storage and consultation for the purpose of analysing the success of the UK-APAC Tech Growth Programme' and to understand how DBT can further support the growth of UK businesses. |
| Type of Personal Data | name, address, telephone number and email address |
| Categories of Data Subject | Owner, director, executives, and employees of businesses customers/ clients, Staff of supplier and buyer |
| Plan for return and destruction of the data once the Processing is complete UNLESS requirement under law to preserve that type of data | If the buyer/Public Authority shared personal identifiable information to the supplier, the latter as Independent Controllers will be conforming with its own retention and disposal policy without prejudice to the obligation of the supplier under Article 14 of UK GDPR, if supplier will retain the information beyond the term of the contract for which the information was shared. The same principle will be followed by the Buyer/Public Authority. |



SCHEDULE 21 (VARIATION FORM)

| Protective Measures | Supplier's Salesforce and Dropbox are closed systems and data cannot |
|-----------------------|---|
| that the Supplier | be shared externally. SharePoint data can be shared externally but only |
| and, where | with approved domains set by admin permissions. |
| applicable, its Sub- | |
| contractors have | |
| implemented to | |
| protect Personal | |
| Data processed | |
| under this Contract | |
| Agreement against a | |
| breach of security | |
| (insofar as that | |
| breach of security | |
| relates to data) or a | |
| Personal Data | |
| Breach | |
| | |

SCHEDULE 21 (VARIATION FORM)

Schedule 21 (Variation Form)

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

| | Contract Details | | | | |
|--|--|-------------------|--|--|--|
| This variation is | The Secretary of State for Business and Trade. ("the Buyer") | | | | |
| between: | And | | | | |
| | Intralink Group Limited ("the Supplier") | | | | |
| Contract name: | UK APAC Tech Growth Programme ("the Contract") | | | | |
| Contract reference number: | CR_2554 | | | | |
| | Details of Proposed Variation | n | | | |
| Variation initiated by: | [delete as applicable: Buyer/Supplier |] | | | |
| Variation number: | [insert variation number] | | | | |
| Date variation is raised: | [insert date] | | | | |
| Proposed variation | | | | | |
| Reason for the variation: | [insert reason] | | | | |
| An Impact Assessment shall be provided within: | [insert number] days | | | | |
| | Impact of Variation | | | | |
| Likely impact of the proposed variation: | [Supplier to insert assessment of im | npact] | | | |
| | Outcome of Variation | | | | |
| Contract variation: | This Contract detailed above is varied as follows: | | | | |
| | [Buyer to insert original Clauses or Paragraphs to be varied and the changed clause] | | | | |
| Financial variation: | Original Contract Value: | £ [insert amount] | | | |
| | Additional cost due to variation: | £ [insert amount] | | | |
| | New Contract value: | £ [insert amount] | | | |

SCHEDULE 21 (VARIATION FORM)

- 1. This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by the Buyer
- 2. Words and expressions in this Variation shall have the meanings given to them in the Contract.
- 3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

| Signed by an authoris | ed signatory for and on behalf of the Buyer |
|----------------------------------|--|
| Signature | |
| Date | |
| Name (in Capitals) | |
| Address | |
| | |
| | |
| Signed by an authorise Signature | ed signatory to sign for and on behalf of the Supplier |
| | ed signatory to sign for and on behalf of the Supplier |
| Signature | ed signatory to sign for and on behalf of the Supplier |
| Signature Date | ed signatory to sign for and on behalf of the Supplier |

SCHEDULE 22 (INSURANCES)

Schedule 22 (Insurance Requirements)

1. The insurance you need to have

- 1.1 The Supplier shall take out and maintain or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule and any other insurances as may be required by applicable Law (together the "Insurances"). The Supplier shall ensure that each of the Insurances is effective no later than the Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and
- 1.2 The Insurances shall be:
 - 1.2.1 maintained in accordance with Good Industry Practice;
 - 1.2.2 (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;
 - 1.2.3 taken out and maintained with insurers of good financial standing, appropriately regulated and good repute in the international insurance market; and
 - 1.2.4 maintained until the End Date except in relation to Professional Indemnity where required under the Annex Part C which shall be maintained for at least six (6) years after the End Date.
- 1.3 The Supplier shall ensure that the public and products liability policy shall contain an indemnity to principals clause under which the Buyer shall be indemnified in respect of claims made against the Buyer in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

2. How to manage the insurance

- 2.1 Without limiting the other provisions of this Contract, the Supplier shall:
 - 2.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
 - 2.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
 - 2.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

3. What happens if you aren't insured

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

SCHEDULE 22 (INSURANCES)

4. Evidence of insurance you must provide

4.1 The Supplier shall upon the Start Date and within 15 Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Buyer, that the Insurances are in force and effect and meet in full the requirements of this Schedule. Receipt of such evidence by the Buyer shall not in itself constitute acceptance by the Buyer or relieve the Supplier of any of its liabilities and obligations under this Agreement.

5. Making sure you are insured to the required amount

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

6. Cancelled Insurance

- 6.1 The Supplier shall notify the Buyer in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.
- 6.2 Without prejudice to the Supplier's obligations under Paragraph 4, Paragraph 6.1 shall not apply where the termination of any Insurances occurs purely as a result of a change of insurer in respect of any of the Insurances required to be taken out and maintained in accordance with this Schedule.
- 6.3 The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Buyer (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

7. Insurance claims

- 7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or the Contract for which it may be entitled to claim under any of the Insurances. In the event that the Buyer receives a claim relating to or arising out of the Contract or the Deliverables, the Supplier shall co-operate with the Buyer and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.
- 7.2 Except where the Buyer is the claimant party, the Supplier shall give the Buyer notice within twenty (20) Working Days after any insurance claim in excess of fifty thousand pounds (£50,000) relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Buyer) full details of the incident giving rise to the claim.
- 7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible.

SCHEDULE 22 (INSURANCES)

The Supplier shall not be entitled to recover from the Buyer any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

SCHEDULE 22 (INSURANCES)

ANNEX: REQUIRED INSURANCES

PART A: THIRD PARTY PUBLIC AND PRODUCTS LIABILITY INSURANCE

1 Insured

1.1 The Supplier

2 Interest

- 2.1 To indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as damages, including claimant's costs and expenses, in respect of accidental:
 - (a) death or bodily injury to or sickness, illness or disease contracted by any person; and
 - (b) loss of or damage to physical property;

happening during the period of insurance (as specified in Paragraph **Making sure you** are insured to the required amount) and arising out of or in connection with the provision of the Deliverables and in connection with this Contract.

3 Limit of indemnity

3.1 Not less than ten million pounds (£10,000,000) in respect of any one occurrence, the number of occurrences being unlimited in any annual policy period, but ten million pounds (£10,000,000) in the aggregate per annum in respect of products and pollution liability (to the extent insured by the relevant policy).

4 Territorial limits

5 Worldwide Period of insurance

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

6 Cover features and extensions

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

7 Principal exclusions

- 7.1 War and related perils.
- 7.2 Nuclear and radioactive risks.
- 7.3 Liability for death, illness, disease or bodily injury sustained by employees of the Insured arising out of the course of their employment.
- 7.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by applicable Law in respect of such vehicles.

SCHEDULE 22 (INSURANCES)

- 7.5 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.
- 7.6 Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property.
- 7.7 Liability arising from the ownership, possession or use of any aircraft or marine vessel.
- 7.8 Liability arising from seepage and pollution unless caused by a sudden, unintended, unexpected and accidental occurrence.

8 Maximum deductible threshold

8.1 Not to exceed £ 250.00 for each and every third party property damage claim (personal injury claims to be paid in full).

PART B: UNITED KINGDOM COMPULSORY INSURANCES

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

PART C: PROFESSIONAL INDEMNITY INSURANCE

1 Insured

1.1 The Supplier

2 Interest

2.1 To indemnify the Insured for all sums which the Insured shall become legally liable to pay (including claimants' costs and expenses) as a result of claims first made against the Insured during the period of insurance (as specified in paragraph 5) by reason of any negligent act, error and/or omission arising from or in connection with the provision of the Services.

3 Limit of indemnity

3.1 Not less than £10,000,000 (ten million pounds) in respect of any one claim and in the aggregate per annum, exclusive of defence costs which are payable in addition.

4 Territorial Limits

4.1 Worldwide

5 Period of insurance

From the Start Date and renewable on an annual basis unless agreed otherwise by the Buyer in writing (a) throughout the Term or until earlier termination of this Contract and (b) for a period of 6 years thereafter.

6 Cover features and extensions

6.1 Retroactive cover to apply to any "claims made policy wording" in respect of this Agreement or retroactive date to be no later than the Start Date.

SCHEDULE 22 (INSURANCES)

- 7 Principal exclusions
- 7.1 War and related perils
- 7.2 Nuclear and radioactive risks
- 8 Maximum deductible threshold
- 8.1 Not to exceed £ 25,000.00 for each and every claim.

SCHEDULE 24 (FINANCIAL DIFFICULTIES)

Schedule 24 (Financial Difficulties)

1. Definitions

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

"Applicable Financial Indicators" means the financial indicators from Part C

of Annex 2 which are to apply to the Monitored Suppliers as set out in Part B of

Annex 3;

"Credit Rating Threshold" the minimum credit rating level for each

entity in the FDE Group as set out in Part A

of Annex 2;

"Credit Reference Agencies" the credit reference agencies listed in Part

B of Annex 1;

"Credit Score Notification Trigger" the minimum size of any downgrade in a

credit score, set out in Part B of Annex 2, which triggers a Credit Score Notification

Trigger Event;

"Credit Score Notification Trigger Event" any downgrade of a credit score which is

equal to or greater than the Credit Score

Notification Trigger;

"Credit Score Threshold" the minimum credit score level for each

entity in the FDE Group as set out in Part B

of Annex 2;

"Financial Distress Service Continuity

Plan"

a plan setting out how the Supplier will ensure the continued performance and delivery of the Deliverables in accordance

with the Contract in the event that a

Financial Distress Event occurs. This plan should include what the Buyer would need to put in place to ensure performance and delivery of the Deliverables in accordance with this Contract up to and including any Insolvency Event in respect of the relevant

FDE Group entity;

"Financial Indicators" in respect of the Supplier, Key Sub-

contractors and the Guarantor, means each of the financial indicators set out at Part C

SCHEDULE 24 (FINANCIAL DIFFICULTIES)

of Annex 2; and in respect of each Monitored Supplier, means those Applicable Financial Indicators;

"Financial Target Thresholds" means the target thresholds for each of the

Financial Indicators set out at Part C of

Annex 2;

"Primary Metric" credit rating pursuant to Paragraph 3.3

/[credit score pursuant to

Paragraph4.3]/[financial indicators pursuant

to Paragraph 5.4.]

"Monitored Supplier" those entities specified in Part B of Annex

3; and

"Rating Agencies" the rating agencies listed in Part A of

Annex 1.

2. When this Schedule applies

2.1. The Parties shall comply with the provisions of this Schedule in relation to the assessment of the financial standing of the FDE Group and the consequences of a change to that financial standing.

2.2. The terms of this Schedule shall survive under the Contract until the termination or expiry of the Contract.

3. Credit Ratings

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

3.2. The Supplier shall:

- 3.2.1. regularly monitor the credit ratings of each entity in the FDE Group with the Rating Agencies; and
- 3.2.2. promptly (and in any event within five (5) Working Days) notify the Buyer in writing if there is any downgrade in the credit rating issued by any Rating Agency for any entity in the FDE Group.
- 3.3. For the purposes of determining whether a Financial Distress Event has occurred, and for the purposes of determining relief under Paragraph 8 if credit rating is the Primary Metric, the credit rating of an FDE Group entity shall be deemed to have dropped below the applicable Credit Rating Threshold if any of the Rating Agencies have given a credit rating level for that FDE Group entity which is below the applicable Credit Rating Threshold.

SCHEDULE 24 (FINANCIAL DIFFICULTIES)

4. Credit Scores

4.1. The Supplier warrants and represents to the Buyer that as at the Start Date the credit scores issued for each entity in the FDE Group by each of the Credit Reference Agencies are as set out in Part B of Annex 2.

4.2. The Supplier shall:

- 4.2.1. regularly monitor the credit scores of each entity in the FDE Group with the Credit Reference Agencies; and
- 4.2.2. promptly notify (or shall procure that its auditors promptly notify) the Buyer in writing if there is any Credit Score Notification Trigger Event for any entity in the FDE Group (and in any event within five (5) Working Days).
- 4.3. For the purposes of determining whether a Financial Distress Event has occurred, and for the purposes of determining relief under Paragraph 8 if credit score is the Primary Metric, the credit score of an FDE Group entity shall be deemed to have dropped below the applicable Credit Score Threshold if any of the Credit Reference Agencies have given a credit score for that FDE Group entity which is below the applicable Credit Score Threshold.

5. Financial Indicators

- 5.1. The Supplier shall monitor and report on the Financial Indicators for each entity in the FDE Group against the Financial Target Thresholds at least at the frequency set out for each at Part C of Annex 2 (where specified) and in any event, on a regular basis and no less than once a year within one hundred and twenty (120) days after the accounting reference date
- 5.2. Subject to the calculation methodology set out at Annex 4 of this Schedule, the Financial Indicators and the corresponding calculations and thresholds used to determine whether a Financial Distress Event has occurred in respect of those Financial Indicators, shall be as set out in Appendix I: Standard Financial Ratios of Assessing and Monitoring the Economic and Financial Standing of Bidders and Suppliers May 2021 (as amended, supplemented or replaced from time to time) which as at the Start Date can be found at:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_da ta/file/987132/Assessing_and_monitoring_the_economic_and_financial_standing_of_s uppliers_guidance_note_May_2021.pdf

- 5.3. Each report submitted by the Supplier pursuant to Paragraph 5.1 shall:
 - 5.3.1. be a single report with separate sections for each of the FDE Group entities;
 - 5.3.2. contain a sufficient level of information to enable the Buyer to verify the calculations that have been made in respect of the Financial Indicators;
 - 5.3.3. include key financial and other supporting information (including any accounts data that has been relied on) as separate annexes; and
 - 5.3.4. be based on the audited accounts for the date or period on which the Financial Indicator is based or, where the Financial Indicator is not linked to an accounting period or an accounting reference date, on

SCHEDULE 24 (FINANCIAL DIFFICULTIES)

unaudited management accounts prepared in accordance with their normal timetable.

- 5.4. For the purposes of determining whether a Financial Distress Event has occurred, and for the purposes of determining relief under Paragraph 8 if financial indicators are the Primary Metric, the Financial Indicator of an FDE Group entity shall be deemed to have dropped below the applicable Financial Target Threshold if:
 - 5.4.1. a report submitted by the Supplier pursuant to Paragraph 5.1 shows that any FDE Group entity has failed to meet or exceed the Financial Target Threshold for any two of the Financial Indicators set out in Part C of Annex 2 of this Schedule;
 - 5.4.2. a report submitted by the Supplier pursuant to Paragraph 5.1 does not comply with the requirements set out in Paragraph 5.3 or
 - 5.4.3. the Supplier does not deliver a report pursuant to Paragraph 5.1 in accordance with the applicable monitoring and reporting frequency.

6. What happens if there is a financial distress event

- 6.1. The Supplier shall promptly notify (or shall procure that its auditors promptly notify) the Buyer in writing following the occurrence of a Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event and in any event, ensure that such notification is made within 10 Working Days of the date on which the Supplier first becomes aware of the Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event.
- 6.2. In the event of a Financial Distress Event then, immediately upon notification of the Financial Distress Event (or if the Buyer becomes aware of the Financial Distress Event without notification and brings the event to the attention of the Supplier), the Supplier shall have the obligations and the Buyer shall have the rights and remedies as set out in Paragraphs 6.4 to 6.6.
- 6.3. [In the event that a Financial Distress Event arises due to a Key Subcontractor notifying the Buyer that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute then, the Buyer shall not exercise any of its rights or remedies under Paragraph 6.4 without first giving the Supplier ten (10) Working Days to:
 - 6.3.1. rectify such late or non-payment; or
 - 6.3.2. demonstrate to the Buyer's reasonable satisfaction that there is a valid reason for late or non-payment.]
- 6.4. The Supplier shall (and shall procure that each Additional FDE Group Member shall):
 - 6.4.1. at the request of the Buyer meet the Buyer as soon as reasonably practicable (and in any event within three (3) Working Days of the initial notification (or awareness) of the Financial Distress Event) to review the effect of the Financial Distress Event on the continued performance of the Contract and delivery of the Deliverables in accordance the Contract: and
 - 6.4.2. where the Buyer reasonably believes (taking into account the discussions and any representations made under Paragraph 6.4.1 that

SCHEDULE 24 (FINANCIAL DIFFICULTIES)

the Financial Distress Event could impact on the continued performance of the Contract and delivery of the Deliverables in accordance with the Contract:

- 6.4.2.1. submit to the Buyer for its Approval, a draft Financial Distress Service Continuity Plan as soon as reasonably practicable (and in any event, within ten (10) Working Days of the initial notification (or awareness) of the Financial Distress Event);
- 6.4.2.2. use reasonable endeavours to put in place the necessary measures with each Additional FDE Group Member to ensure that it is able to provide financial information relating to that Additional FDE Group Member to the Buyer; and
- 6.4.2.3. provide such financial information relating to FDE Group entity as the Buyer may reasonably require.
- 6.5. If the Buyer does not (acting reasonably) approve the draft Financial Distress Service Continuity Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the preparation of a further draft Financial Distress Service Continuity Plan, which shall be resubmitted to the Buyer within five (5) Working Days of the rejection of the first or subsequent (as the case may be) drafts. This process shall be repeated until the Financial Distress Service Continuity Plan is either:
 - 6.5.1. Approved;
 - 6.5.2. referred, by notice sent by either Party to the other Party explaining why it thinks the Financial Distress Service Continuity Plan has not been Approved, to commercial negotiation led by senior representatives who have authority to agree the Financial Distress Service Continuity Plan (to be held within 28 days of the date of the notice); or
 - 6.5.3. finally rejected by the Buyer.
- 6.6. Following Approval of the Financial Distress Service Continuity Plan by the Buyer, the Supplier shall:
 - 6.6.1. on a regular basis (which shall not be less than Monthly), review the Financial Distress Service Continuity Plan and assess whether it remains adequate and up to date to ensure the continued performance the Contract and delivery of the Deliverables in accordance with the Contract;
 - 6.6.2. provide a written report of the results of each review and assessment carried out under Paragraph 6.6.1 to the Buyer;
 - 6.6.3. where the Financial Distress Service Continuity Plan is not adequate or up to date in accordance with Paragraph 6.6.1, submit an updated Financial Distress Service Continuity Plan to the Buyer for its Approval, and the provisions of Paragraphs 6.5 shall apply to the review and Approval process for the updated Financial Distress Service Continuity Plan; and

SCHEDULE 24 (FINANCIAL DIFFICULTIES)

- 6.6.4. comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).
- 6.7. Where the Supplier reasonably believes that the relevant Financial Distress Event (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify the Buyer and subject to the agreement of the Parties, the Supplier may be relieved of its obligations under Paragraph 6.6.

7. When the Buyer can terminate for financial distress

- 7.1. The Buyer shall be entitled to terminate this Contract for material Default if:
 - 7.1.1. the Supplier fails to notify the Buyer of a Financial Distress Event in accordance with Paragraph 6.1;
 - 7.1.2. the Supplier fails to comply with any part of Paragraph 6.4;
 - 7.1.3. subject to Paragraph 7.2, the Buyer finally rejects a Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraph 6.5.3.
 - 7.1.4. the senior representatives who have authority to agree the Financial Distress Service Continuity Plan (acting reasonably) do not meet within 28 days of the date of the notice of referral pursuant to Paragraph 6.5.2.
 - 7.1.5. the senior representatives who have authority to agree the Financial Distress Service Continuity Plan (acting reasonably) do not agree the Financial Distress Service Continuity Plan after it has been referred pursuant to Paragraph 6.5.2 and/or
 - 7.1.6. the Supplier fails to comply with the terms of the Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraph 6.6.4.
- 7.2. A material Default may only occur under Paragraph 7.1.3 after the expiry of the first five (5) Working Days period for the Supplier to submit a revised draft of the first draft of the Financial Distress Service Continuity Plan starting on and from the date on which the Buyer first notified the Supplier that Supplier must submit a revised draft of the first draft Financial Distress Service Continuity Plan.

8. What happens If your Primary Metric is still good

- Without prejudice to the Supplier's obligations and the Buyer's rights and remedies under Paragraph 6, if, following the occurrence of a Financial Distress Event, the Supplier evidences to the Buyer's satisfaction that the Primary Metric shows that the Financial Distress Event no longer exists, then:
 - 8.1 the Supplier shall be relieved automatically of its obligations under Paragraphs 6.4. to 6.6; and
 - 8.2 the Buyer shall not be entitled to require the Supplier to provide financial information in accordance with Paragraph 6.4.2c).

SCHEDULE 24 (FINANCIAL DIFFICULTIES)

ANNEX 1: CREDIT REFERENCE AGENCIES

Credit Reference Agencies

Companywatch

Dun & Bradstreet

SCHEDULE 24 (FINANCIAL DIFFICULTIES)

ANNEX 2: CREDIT SCORES AND FINANCIAL INDICATORS

Part B: Credit Score

| Entity | Credit Score Agency | Credit Score Threshold/Notification Trigger |
|----------|-------------------------------------|---|
| Supplier | Companywatch (H score) | >30 |
| Supplier | Dun & Bradstreet (Failure Score) | >40 |

Part C: Financial Indicators

| Financial Indicator | Calculation | Financial Target Threshold: | Monitoring and Reporting Frequency | |
|-------------------------------|---|-----------------------------------|---|--|
| 1.Operating Profit Margin | Operating Margin = Operating Profit / Revenue | = or > 3% | Tested and reported yearly in arrears within 90 days of each accounting reference date based upon figures for the 12 months ending on the relevant accounting reference date. If interim accounts are produced, then it should be reported 90 days of the accounts. | |
| 2.Net Debt to EBITDA Ratio | Net Debt to EBITDA ratio = Net Debt / EBITDA Net Debt = Bank Overdrafts + Loans and borrowings + Finance leases + Deferred consideration payable - Cash and equivalents EBITDA = Operating profit + Depreciation charge + | < 3 times | Tested and reported yearly in arrears within 90 days of each accounting reference date based upon figures for the 12 months ending on the relevant accounting reference date. If interim accounts are produced, then it should be reported 90 days of the accounting date of the interim account. | |

SCHEDULE 24 (FINANCIAL DIFFICULTIES)

| Financial Indicator | Calculation | Financial Target Threshold: | Monitoring and Reporting Frequency | |
|---|--|-----------------------------------|---|--|
| | Amortisation charge | | | |
| 3.Net Interest Paid Cover | Net Interest Paid Cover = Earnings Before Interest and Tax / Net Interest Paid Earnings Before Interest and Tax = Operating profit Net Interest Paid = Interest paid - Interest received | > 3 times | Tested and reported yearly in arrears within 90 days of each accounting reference date based upon figures for the 12 months ending on the relevant accounting reference date. If interim accounts are produced, then it should be reported 90 days of the accounting date of the interim account. | |
| 4.Current Ratio Ability to pay current liabilities | Acid Ratio = (Current Assets / Current Liabilities) | > 1.0 times | Tested and reported yearly in arrears within 90 days of each accounting reference date based upon figures for the 12 months ending on the relevant accounting reference date. If interim accounts are produced, then it should be reported 90 days of the accounting date of the interim account. | |
| 5.Net Asset value | Total Assets – Total Liabilities | >£0 | Tested and reported yearly in arrears within 90 days of each accounting reference date based upon figures for the 12 months ending on the relevant accounting reference date. If interim accounts are produced, then it should be reported 90 days of the accounting date of the interim account. | |

SCHEDULE 24 (FINANCIAL DIFFICULTIES)

ANNEX 3 – ADDITIONAL FDE GROUP MEMBERS AND MONITORED SUPPLIERS

Part A: Additional FDE Group Members

[Key-Subcontractors]; and

[Monitored Suppliers];

Part B: Monitored Suppliers

| Entity Name | Company Number | Applicable Financial Indicators (these are the Financial Indicators from the table in Part C of Annex 2 which are to apply to the Monitored Suppliers) |
|-------------|----------------|---|
| | | |
| | | |
| | | |
| | | |
| | | |

SCHEDULE 25 (RECTIFICATION PLAN

Schedule 25 (Rectification Plan)

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

SCHEDULE 25 (RECTIFICATION PLAN

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

SCHEDULE 26 (SUSTAINABILITY

Schedule 26 (Sustainability)

1. Definitions

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

"Waste Hierarchy"

means prioritisation of waste management in the following order of preference as set out in the Waste (England and Wales) Regulation 2011:

- (c) Prevention:
- (d) Preparing for re-use;
- (e) Recycling;
- (f) Other Recovery; and
- (g) Disposal.

Part A

1. Public Sector Equality Duty

- 1.1. In addition to legal obligations, where the Supplier is providing a Deliverable to which the Public Sector Equality duty applies, the Supplier shall support the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under the Contract in a way that seeks to:
 - 1.1.1. eliminate discrimination, harassment or victimisation and any other conduct prohibited by the Equality Act 2010; and
 - 1.1.2. advance:
 - 1.1.2.1. equality of opportunity; and
 - 1.1.2.2. 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.

2. Employment Law

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

3. Modern Slavery

- 3.1. The Supplier:
 - 3.1.1. shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;

SCHEDULE 26 (SUSTAINABILITY

- 3.1.2. shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identity papers with the employer and shall be free to leave their employer after reasonable notice;
- 3.1.3. warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world;
- 3.1.4. warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offences anywhere around the world;
- 3.1.5. shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offences anywhere around the world;
- 3.1.6. shall have and maintain throughout the Term its own policies and procedures to ensure its compliance with the Modern Slavery Act 2015 and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;
- 3.1.7. shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under the Contract:
- 3.1.8. shall prepare and deliver to the Buyer, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with this Paragraph 3;
- 3.1.9. shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
- 3.1.10. shall not use or allow child or slave labour to be used by its Subcontractors; and
- 3.1.11. shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to the Buyer and Modern Slavery Helpline.

4. Environmental Requirements

- 4.1. The Supplier must perform its obligations meeting in all material respects the requirements of all applicable Laws regarding the environment.
- 4.2. In performing its obligations under the Contract, the Supplier shall, where applicable to the Contract, to the reasonable satisfaction of the Buyer:
 - 4.2.1. prioritise waste management in accordance with the Waste Hierarchy as set out in Law;
 - 4.2.2. be responsible for ensuring that any waste generated by the Supplier and sent for recycling, disposal or other recovery as a consequence of this Contract is taken

SCHEDULE 26 (SUSTAINABILITY

- by a licensed waste carrier to an authorised site for treatment or disposal and that the disposal or treatment of waste complies with the Law; and
- 4.2.3. ensure that it and any third parties used to undertake recycling, disposal or other recovery as a consequence of this Contract do so in a legally compliant way, and can demonstrate that reasonable checks are undertaken to ensure this on a regular basis and provide relevant data and evidence of recycling, recovery and disposal.
- 4.3. In circumstances that a permit, licence or exemption to carry or send waste generated under this Contract is revoked, the Supplier shall cease to carry or send waste or allow waste to be carried by any Subcontractor until authorisation is obtained from the Environment Agency.
- 4.4. In performing its obligations under the Contract, the Supplier shall to the reasonable satisfaction of the Buyer (where the anticipated Charges in any Contract Year are above £5 million per annum (excluding VAT)), where related to and proportionate to the contract in accordance with PPN 06/21), publish and maintain a credible Carbon Reduction Plan in accordance with PPN 06/21.
- 4.5. The Supplier shall meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:

<u>https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs.</u>

5. Supplier Code of Conduct

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

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

The Buyer expects to meet, and expects its suppliers and subcontractors to meet, the standards set out in that Code.

6. Reporting

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

Part B

- 1.1. In accordance with clause 32.4.1 the Supplier shall comply with any request by the Buyer to complete the Modern Slavery Assessment Tool within sixty (60) days of the Start Date.
- 1.2. For the purposes of an audit carried out pursuant to limb (I) of the definition of "Audit", in addition to any other rights under the Contract, the Buyer may instruct the Supplier to carry out such an audit of any Subcontractor by an independent third party and, if so

SCHEDULE 26 (SUSTAINABILITY

instructed, the Supplier shall deliver a report to the Buyer within ninety (90) days of such instruction.

1.3. If the Supplier or the Buyer identifies any occurrence of modern slavery connected to this Contract, the Supplier shall comply with any request of the Buyer to submit a remedial action plan which follows the form set out in Annex D of the guidance *Tackling Modern Slavery in Government Supply Chains*, which can be found at:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachmen t data/file/830150/September 2019 Modern Slavery Guidance.pdf

and such remedial action plan shall be deemed to be a Rectification Plan.

- 1.4. In accordance with clause 32.4.3 the Supplier shall comply with any request by the Buyer to provide a Supply Chain Map within 6 months of the Start Date.
- 1.5. The Supplier shall comply with any request by the Buyer to provide a copy of any reports of any Subcontractor regarding any or all of workforce conditions, working or employment practices and recruitment practices within fourteen (14) days of such request.
- 1.6. The Supplier shall report the discovery or suspicion of any slavery, forced labour, child labour, involuntary prison labour or labour rights abuses in its operations and supply chains to the Buyer and relevant national or local law enforcement agencies.

SCHEDULE 27(KEY SUBCONTRACTORS)

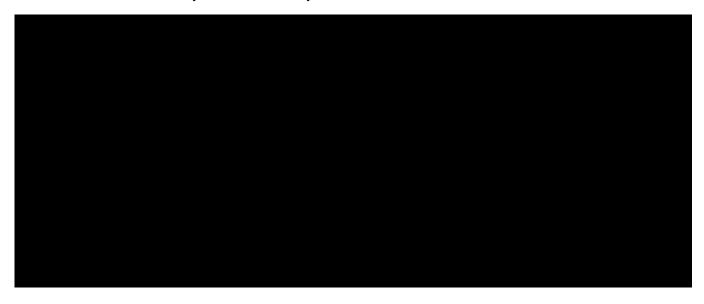
Schedule 27 (Key Subcontractors)

1. Restrictions on certain subcontractors

- 1.1 The Supplier is entitled to sub-contract its obligations under the Contract to the Key Subcontractors set out in the Award Form.
- 1.2 Where during the Contract Period the Supplier wishes to enter into a new Key Subcontract or replace a Key Subcontractor, it must obtain the prior written consent of the Buyer and the Supplier shall, at the time of requesting such consent, provide the Buyer with the information detailed in Paragraph 1.4. The decision of the Buyer to consent or not will not be unreasonably withheld or delayed. Where the Buyer consents to the appointment of a new Key Subcontractor then they will be added to Key Subcontractor section of the Award Form. The Buyer may reasonably withhold their consent to the appointment of a Key Subcontractor if it considers that:
 - 1.2.1 the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
 - 1.2.2 the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
 - 1.2.3 the proposed Key Subcontractor employs unfit persons.
- 1.3 The Supplier shall provide the Buyer with the following information in respect of the proposed Key Subcontractor:
 - 1.3.1 the proposed Key Subcontractor's name, registered office and company registration number;
 - 1.3.2 the scope/description of any Deliverables to be provided by the proposed Key Subcontractor;
 - 1.3.3 where the proposed Key Subcontractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the Buyer that the proposed Key Sub-Contract has been agreed on "arm's-length" terms;
 - 1.3.4 the Key Sub-Contract price expressed as a percentage of the total projected Charges over the Contract Period; and
 - 1.3.5 (where applicable) Credit Rating Threshold (as defined in Schedule 24 (Financial Difficulties)) of the Key Subcontractor.
- 1.4 If requested by the Buyer, within ten (10) Working Days of receipt of the information provided by the Supplier pursuant to Paragraph 1.3, the Supplier shall also provide:
 - 1.4.1 a copy of the proposed Key Sub-Contract; and
 - 1.4.2 any further information reasonably requested by the Buyer.
- 1.5 The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:
 - 1.5.1 provisions which will enable the Supplier to discharge its obligations under the Contract;
 - 1.5.2 a right under CRTPA for the Buyer to enforce any provisions under the Key Sub-Contract which confer a benefit upon the Buyer:

SCHEDULE 27(KEY SUBCONTRACTORS)

- 1.5.3 a provision enabling the Buyer to enforce the Key Sub-Contract as if it were the Supplier;
- 1.5.4 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to the Buyer;
- 1.5.5 obligations no less onerous on the Key Subcontractor than those imposed on the Supplier under the Contract in respect of:
 - a) the data protection requirements set out in Clause 18 (Data protection);
 - b) the FOIA and other access request requirements set out in Clause 20 (When you can share information);
 - c) the obligation not to embarrass the Buyer or otherwise bring the Buyer into disrepute;
 - the keeping of records in respect of the goods and/or services being provided under the Key Sub-Contract, including the maintenance of Open Book Data; and
 - e) the conduct of audits set out in Clause 6 (Record keeping and reporting);
- 1.5.6 provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on the Buyer under Clauses 14.4 (When the Buyer can end this contract) and 14.5 (What happens if the contract ends) of this Contract;
- 1.5.7 a provision restricting the ability of the Key Subcontractor to sub-contract all or any part of the provision of the Deliverables provided to the Supplier under the Key Sub-Contract without first seeking the written consent of the Buyer; and
- 1.5.8 a provision enabling the Supplier, the Buyer or any other person on behalf of the Buyer to step-in on substantially the same terms as are set out in Clause 13 (Step-in rights).
- 1.6 The Supplier shall not terminate or materially amend the terms of any Key Sub-Contract without the Buyer's prior written consent, which shall not be unreasonably withheld or delayed.



SCHEDULE 29 (KEY SUPPLIER STAFF)

Schedule 29 (Key Supplier Staff)

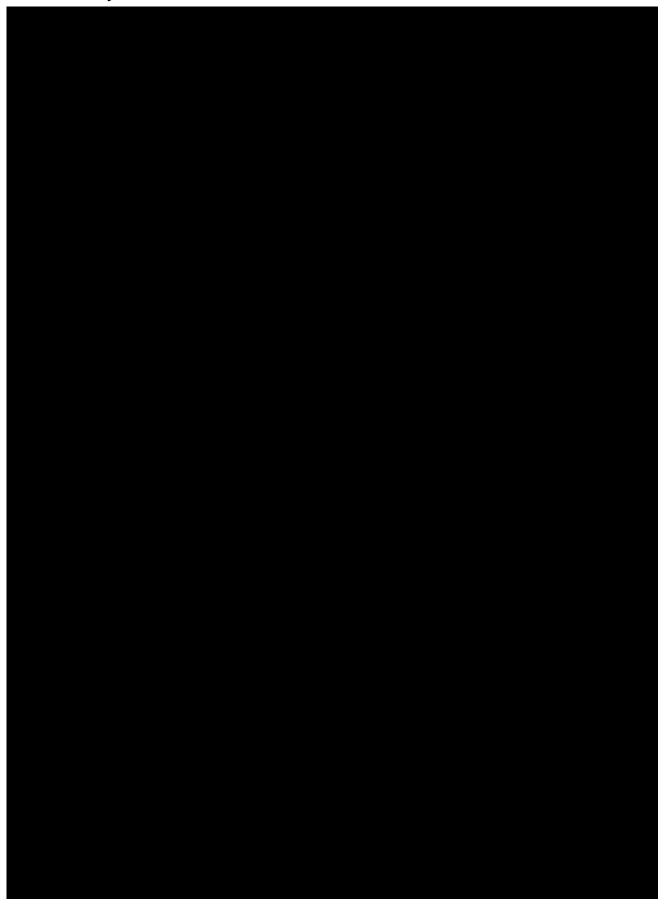
- 1.1 The Annex 1 to this Schedule lists the key roles ("**Key Roles**") and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date ("**Key Staff**").
- 1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.
- 1.3 The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.
- 1.4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:
 - 1.4.1 requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);
 - 1.4.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
 - 1.4.3 the person's employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.

1.5 The Supplier shall:

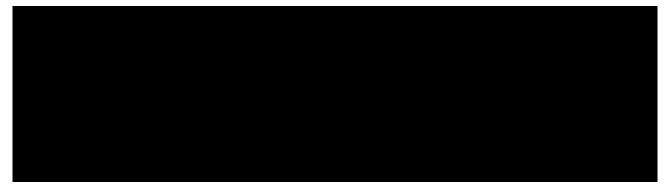
- 1.5.1 notify the Buyer promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
- 1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
- 1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff's employment contract, this will mean at least three (3) Months' notice;
- 1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and
- 1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.
- 1.6 The Buyer may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Staff.

SCHEDULE 29 (KEY SUPPLIER STAFF)

Annex 1- Key Roles



SCHEDULE 29 (KEY SUPPLIER STAFF)



SCHEDULE 30 (EXIT MANAGEMENT)

Schedule 30 (Exit Management)

1. DEFINITIONS

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

"Exclusive Assets" Supplier Assets used exclusively by the

Supplier [or a Key Subcontractor] in the

provision of the Deliverables;

"Exit Information" has the meaning given to it in Paragraph 3.1 of

this Schedule;

"Exit Manager" the person appointed by each Party to manage

their respective obligations under this Schedule;

"Net Book Value" the current net book value of the relevant

Supplier Asset(s) calculated in accordance with the Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with

Good Industry Practice);

"Non-Exclusive Assets" those Supplier Assets used by the Supplier [or a

Key Subcontractor] in connection with the Deliverables but which are also used by the Supplier [or Key Subcontractor] for other

purposes;

"Replacement Goods" any goods which are substantially similar to any

of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;

"Replacement Services" any services which are substantially similar to

any of the Services and which the Buyer receives in substitution for any of the Services following the End Date, whether those goods are provided by the Buyer internally and/or by

any third party;

"Termination Assistance

Period"

the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such

period may be extended pursuant to Paragraph 5.2 of this Schedule;

"Transferable Assets" Exclusive Assets which are capable of legal

transfer to the Buyer;

"Transferable Contracts" Sub-Contracts, licences for Supplier's Software,

licences for Third Party Software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables or the Replacement Goods

SCHEDULE 30 (EXIT MANAGEMENT)

and/or Replacement Services, including in relation to licences all relevant Documentation;

"Transferring Assets" has the meaning given to it in Paragraph 8.2.1

of this Schedule;

"Transferring Contracts" has the meaning given to it in Paragraph 8.2.3

of this Schedule;

2. SUPPLIER MUST ALWAYS BE PREPARED FOR CONTRACT EXIT

2.1 The Supplier shall within 30 days from the Start Date provide to the Buyer a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.

3. ASSISTING RE-COMPETITION FOR DELIVERABLES

- 3.1 The Supplier shall, on reasonable notice, provide to the Buyer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Buyer shall reasonably require in order to facilitate the preparation by the Buyer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence (the "Exit Information").
- 3.2 The Supplier acknowledges that the Buyer may disclose the Supplier's Confidential Information (excluding the Supplier's or its Subcontractors' prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.
- 3.3 The Supplier shall provide complete updates of the Exit Information on an asrequested basis as soon as reasonably practicable and notify the Buyer within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Deliverables (and shall consult the Buyer in relation to any such changes).
- 3.4 The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables; and not be disadvantaged in any procurement process compared to the Supplier.

4. EXIT PLAN

- 4.1 The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer a plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer (the "Exit Plan").
- 4.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

SCHEDULE 30 (EXIT MANAGEMENT)

- 4.3 The Exit Plan shall set out, as a minimum:
 - 4.3.1 how the Exit Information is obtained:
 - 4.3.2 a mechanism for dealing with partial termination on the assumption that the Supplier will continue to provide the remaining Deliverables under this Contract;
 - 4.3.3 the management structure to be employed during the Termination Assistance Period;
 - 4.3.4 a detailed description of both the transfer and cessation processes, including a timetable;
 - 4.3.5 how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;
 - 4.3.6 details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;
 - 4.3.7 the scope of Termination Assistance that may be required for the benefit of the Buyer (including which services set out in Annex 1 are applicable);
 - 4.3.8 how Termination Assistance will be provided, including a timetable and critical issues for providing Termination Assistance;
 - 4.3.9 any charges that would be payable for the provision of Termination
 Assistance (calculated in accordance with Paragraph 4.4 below) together with
 a capped estimate of such charges;
 - 4.3.10 proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;
 - 4.3.11 proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;
 - 4.3.12 proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;
 - 4.3.13 proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;
 - 4.3.14 proposals for the disposal of any redundant Deliverables and materials;
 - 4.3.15 how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
 - 4.3.16 any other information or assistance reasonably required by the Buyer or a Replacement Supplier.
- 4.4 Any charges payable as a result of the Supplier providing Termination Assistance shall be calculated and charged in accordance with Schedule 3 (*Charges*). The Supplier shall be entitled to increase or vary the Charges only if it can demonstrate in the Exit Plan that the provision of Termination Assistance requires additional resources and, in any event, any change to the Charges resulting from the provisions of Termination

Assistance will be strictly proportionate to the level of resources required for the provision of the Termination Assistance Services.

4.5 The Supplier shall:

- 4.5.1 maintain and update the Exit Plan (and risk management plan) no less frequently than:
 - a) every six (6) months throughout the Contract Period;
 - b) no later than twenty (20) Working Days after a request from the Buyer for an up-to-date copy of the Exit Plan;
 - as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than ten (10) Working Days after the date of the Termination Assistance Notice;
 - d) as soon as reasonably possible following, and in any event no later than twenty (20) Working Days following, any material change to the Deliverables (including all changes under the Variation Procedure); and
- 4.5.2 jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.
- 4.6 Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 4.2 or 4.4 (as the context requires), shall that draft become the Exit Plan for this Contract.
- 4.7 A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

5. TERMINATION ASSISTANCE

- 5.1 The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a "Termination Assistance Notice") at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:
 - 5.1.1 the nature of the Termination Assistance required; and
 - 5.1.2 the start date and period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the End Date.
- 5.2 The Buyer shall have an option to extend the Termination Assistance Period beyond the initial period specified in the Termination Assistance Notice in one or more extensions, in each case provided that:
 - 5.2.1 no such extension shall extend the Termination Assistance Period beyond the date eighteen (18) Months after the End Date; and
 - 5.2.2 the Buyer shall notify the Supplier of any such extension by serving not less than twenty (20) Working Days' written notice upon the Supplier.
- 5.3 The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.
- 5.4 In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4,

the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).

6. TERMINATION ASSISTANCE PERIOD

- 6.1 Throughout the Termination Assistance Period the Supplier shall:
 - 6.1.1 continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Buyer, provide the Termination Assistance:
 - 6.1.2 provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier;
 - 6.1.3 use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;
 - 6.1.4 subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Service Levels, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Contract; and
 - 6.1.5 seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.
- 6.2 If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.2 without additional costs to the Buyer, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.
- 6.3 If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Levels, the Parties shall vary the relevant Service Levels and/or the applicable Service Credits accordingly.

7. OBLIGATIONS WHEN THE CONTRACT IS TERMINATED

- 7.1 The Supplier shall comply with all of its obligations contained in the Exit Plan.
- 7.2 Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall:
 - 7.2.1 cease to use the Government Data:
 - 7.2.2 vacate any Buyer Premises;
 - 7.2.3 remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any

SCHEDULE 30 (EXIT MANAGEMENT)

- damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier;
- 7.2.4 provide access during normal working hours to the Buyer and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:
 - a) such information relating to the Deliverables as remains in the possession or control of the Supplier; and
 - b) such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Supplier, provided that the Buyer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.
- 7.3 Upon partial termination, termination or expiry (as the case may be) or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Services and the Termination Assistance and its compliance with the other provisions of this Schedule), each Party shall return to the other Party (or if requested, destroy or delete) all Confidential Information of the other Party in respect of the terminated Services and shall certify that it does not retain the other Party's Confidential Information save to the extent (and for the limited period) that such information needs to be retained by the Party in question for the purposes of providing or receiving any Services or Termination Assistance or for statutory compliance purposes.
- 7.4 Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Buyer to the Supplier in relation to the Deliverables shall be terminated with effect from the end of the Termination Assistance Period.

8. ASSETS, SUB-CONTRACTS AND SOFTWARE

- 8.1 Following notice of termination of this Contract and during the Termination Assistance Period, the Supplier shall not, without the Buyer's prior written consent:
 - 8.1.1 terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or
 - 8.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.
- 8.2 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Buyer and/or the Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.
- 8.3 Risk in the Transferring Assets shall pass to the Buyer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.

- 8.4 Where the Buyer and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:
 - 8.4.1 procure a non-exclusive, perpetual, royalty-free licence for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which
 - 8.4.2 procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.
- 8.5 The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Buyer and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as the Buyer reasonably requires to effect this novation or assignment.
- 8.6 The Buyer shall:
 - 8.6.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and
 - 8.6.2 once a Transferring Contract is novated or assigned to the Buyer and/or the Replacement Supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.
- 8.7 The Supplier shall hold any Transferring Contracts on trust for the Buyer until the transfer of the relevant Transferring Contract to the Buyer and/or the Replacement Supplier has taken place.
- 8.8 The Supplier shall indemnify the Buyer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Buyer (and/or Replacement Supplier) pursuant to Paragraph 8.5 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 23 (Other people's rights in this contract) shall not apply to this Paragraph 8.8 which is intended to be enforceable by third party beneficiaries by virtue of the CRTPA.

9. NO CHARGES

9.1 Unless otherwise stated, the Buyer shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with this Schedule.

10. **DIVIDING THE BILLS**

- 10.1 All outgoings, expenses, rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Buyer and/or the Replacement and the Supplier as follows:
 - 10.1.1 the amounts shall be annualised and divided by 365 to reach a daily rate;
 - 10.1.2 the Buyer or Replacement Supplier (as applicable) shall be responsible for or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and
 - 10.1.3 the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

ANNEX 1: SCOPE OF TERMINATION ASSISTANCE

- 1.1 The Buyer may specify that any of the following services will be provided by the Supplier as part of its Termination Assistance:
 - 1.1.1 notifying the Subcontractors of procedures to be followed during the Termination Assistance Period and providing management to ensure these procedures are followed;
 - 1.1.2 providing assistance and expertise as necessary to examine all operational and business processes (including all supporting documentation) in place and re-writing and implementing processes and procedures such that they are appropriate for use by the Buyer and/or the Replacement Supplier after the end of the Termination Assistance Period;
 - 1.1.3 providing details of work volumes and staffing requirements over the 12 Months immediately prior to the commencement of Termination Assistance:
 - 1.1.4 providing assistance and expertise as necessary to examine all relevant roles and responsibilities in place for the provision of the Deliverables and re-writing and implementing these such that they are appropriate for the continuation of provision of the Deliverables after the Termination Assistance Period;
 - 1.1.5 agreeing with the Buyer a handover plan for all of the Supplier's responsibilities as set out in the Security Management Plan;
 - 1.1.6 providing an information pack listing and describing the Deliverables for use by the Buyer in the procurement of the Replacement Deliverables;
 - 1.1.7 answering all reasonable questions from the Buyer and/or the Replacement Supplier regarding the Deliverables;
 - 1.1.8 agreeing with the Buyer and/or the Replacement Supplier a plan for the migration of the Government Data to the Buyer and/or the Replacement Supplier;
 - 1.1.9 providing access to the Buyer and/or the Replacement Supplier during the Termination Assistance Period and for a period not exceeding 6 Months afterwards for the purpose of the smooth transfer of the provision of the Deliverables to the Buyer and/or the Replacement Supplier:
 - to information and documentation relating to the Deliverables that is in the possession or control of the Supplier or its Subcontractors (and the Supplier agrees and will procure that its Subcontractors do not destroy or dispose of that information within this period) including the right to take reasonable copies of that material; and
 - b) following reasonable notice and during the Supplier's normal business hours, to members of the Supplier Staff who have been involved in the provision or management of the provision of the Deliverables and who are still employed or engaged by the Supplier or its Subcontractors, including those employees filling the relevant Key Staff positions and Key Staff with specific knowledge in respect of the Exit Plan:

- 1.1.10 knowledge transfer services, including:
 - making available to the Buyer and/or the Replacement Supplier expertise to analyse training requirements and provide all necessary training for the use of tools by such staff at the time of termination or expiry as are nominated by the Buyer and/or the Replacement Supplier (acting reasonably);
 - b) providing as early as possible for transfer to the Buyer and/or the Replacement Supplier of all knowledge reasonably required for the provision of the Deliverables which may, as appropriate, include information, records and documents;
 - c) providing the Supplier and/or the Replacement Supplier with access to sufficient numbers of the members of the Supplier Staff or Subcontractors' personnel of suitable experience and skill and as have been involved in the design, development, provision or management of provision of the Deliverables and who are still employed or engaged by the Supplier or its Subcontractors; and
 - allowing the Buyer and/or the Replacement Supplier to work alongside and observe the performance of the Services by the Supplier at its Sites used to fulfil the Services (subject to compliance by the Buyer and the Replacement Supplier with any applicable security and/or health and safety restrictions,

and any such person who is provided with knowledge transfer services will signa confidentiality undertaking in favour of the Supplier (in such form as the Supplier shall reasonably require)).

1.2 The Supplier will:

- 1.2.1 provide a documented plan relating to the training matters referred to in Paragraph 1.1.10 for agreement by the Buyer at the time of termination or expiry of this Contract; and
- 1.2.2 co-operate fully in the execution of the handover plan agreed pursuant to Paragraph **1.1.5**, providing skills and expertise of a suitable standard.
- 1.3 To facilitate the transfer of knowledge from the Supplier to the Buyer and/or its Replacement Supplier, the Supplier shall provide a detailed explanation of the procedures and operations used to provide the Services to the operations staff of the Buyer and/or the Replacement Supplier.
- 1.4 The information which the Supplier will provide to the Buyer and/or the Replacement Supplier pursuant to Paragraph **1.1.9** shall include:
 - 1.4.1 copies of up-to-date procedures and operations manuals;
 - 1.4.2 product information;
 - 1.4.3 agreements with third party suppliers of goods and services which are to be transferred to the Buyer and/or the Replacement Supplier; and
 - 1.4.4 key support contact details for third party supplier personnel under contracts which are to be assigned or novated to the Buyer pursuant to this Schedule,

and such information shall be updated by the Supplier at the end of the Termination Assistance Period.

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- 1.5 During the Termination Assistance Period the Supplier shall grant any agent or personnel (including employees, consultants and suppliers) of the Replacement Supplier and/or the Buyer access, during business hours and upon reasonable prior written notice, to any Sites for the purpose of effecting a prompt knowledge transfer provided that:
 - 1.5.1 any such agent or personnel (including employees, consultants and suppliers) having such access to any Sites shall:
 - a) sign a confidentiality undertaking in favour of the Supplier (in such form as the Supplier shall reasonably require); and
 - b) during each period of access comply with the security, systems and facilities operating procedures of the Supplier relevant to such Site and that the Buyer deems reasonable.

SCHEDULE 31- Travel and Subsistence

Department for Business and Trade - Travel and Expenses Policy

1. Purpose

- 1.1 The nature of the Department of Business and Trade (DBT's) business means that Suppliers may have to travel both in the UK (United Kingdom) and overseas and this manual provides details of the principles, rules and procedures relating to travel and expenses.
- 1.2 Suppliers can only claim for official travel. Official travel includes official visits, training, events, and meetings away from the Supplier's permanent work location within the scope of the contract. It does not include travel between a Supplier's home and normal place of work; return journeys home at weekends during a continuous business location; or a journey to a business location where the journey broadly follows the same route as the journey to their normal place of work.

Supporting Evidence

1.3 All expenses must be supported by receipts/proof of purchase. Scanned or electronic receipts/proof of payment should accompany all claims. Hard copies should be retained and may need to be produced at DBT's request.

Expense Limits

- 1.4 Claims should be made on the basis of actual receipted costs, subject to the limits set for certain categories of expense. The expense limits outlined in this expenses policy are established to help maintain efficient cost controls. It is crucial that Suppliers adhere to the limits specified.
- 1.5 Expenses should be in addition to those that would have been incurred at the Supplier's trading address or through the ordinary operation of their business.

Foreign Currency

1.6 The exchange rate for translating foreign currency transactions should be at the prevailing rate shown on the currency exchange receipt or the bank/credit card rate of exchange shown in statements.

VAT

1.7 All expenses should be charged to the Department at the cost to the Supplier, after any recovery of VAT, and VAT may only be charged by VAT registered Suppliers.

Expense Pre-Approval

1.8 All claims require prior written pre-approval from the DBT Contract Manager using the Pre-Expense Authorisation Form at Annex A.

- 1.9 Where specific costs cannot be provided, estimates are acceptable (where actual receipted costs exceed estimated costs retrospective approval must be sought from the DBT Contract Manager prior to submitting a claim).
- 1.10 Travel must not be reserved or purchased without the DBT Contract Manager's preapproval in writing as this will be required for all reimbursements.
- 1.11 Where there is routine, regular travel the DBT Contract Manager and the Supplier can agree an annual Travel & Subsistence budget at the start of each contract year. This must be agreed in writing and a record kept on the contract file.
- 1.12 If for any reason travel bookings must be cancelled or amended, approval should be sought from the relevant DBT Contract Manager before doing so. DBT is not liable for costs incurred for any non-approved travel or cancellations/amended travel booked in error.
- 1.13 If a Supplier plans to spend personal time at the beginning or end of a business trip, the DBT Contract Manager must be informed. All additional costs (travel, accommodation, subsistence) must be covered by the Supplier. The DBT Contract Manager will provide specific details on how to claim incurred expenses.

Does this change contractual entitlements?

1.14 Nothing in this guidance removes or replaces the terms & conditions of the contract.

2. Scope

2.1 This applies to all DBT Suppliers, to help inform acceptable reimbursement for UK and overseas expenses incurred in delivering DBT contracts.

3. Definitions

| Term | Definition |
|-----------------------|---|
| DBT Contract Manager | A DBT representative that has been appointed as the Contract Manager for the contract in place with the Supplier. |
| DBT Supplier/Supplier | The organisation that is contracted with DBT. |

4. Policy Statement

4.1 Ensure that you have read the roles and responsibilities for this policy as set out in section 5.

Claiming Reimbursement

- 4.2 Expenses will only be reimbursed if they:
 - Are supported by original receipts/proof of purchase. Scanned or electronic receipts should accompany all claims. Proof of purchase must be retained for three (3) years following contract expiry. DBT may reimburse claims without proof of purchase in exceptional circumstances. In such circumstances the Supplier must justify, to the satisfaction of the DBT Contract Manager, why proof of purchase is unavailable.

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- Are submitted on a fully completed expense claim form.
- Are pre-authorised by the DBT Contract Manager.
- Provide full details supporting the expense claim; and
- Are claimed in line with this policy.
- 4.3 In exceptional circumstances, DBT may consider reimbursing minor claims for travel without a receipt, for example where a pre-paid Oyster card is used or where tickets are retained as you pass through a ticket barrier. In such circumstances the Supplier will need to detail on the expenses claim form the reason why a receipt is not available.
- 4.4 It is DBT's preference that public transport is utilised where possible in the first instance. If public transport is unavailable or its use is not practicable (such as needing to carry bulky documents or as a result of a disability or medical grounds) then Suppliers may travel by alternative means. The Supplier must have DBT Contract Manager approval for use of non-public transport. Suppliers must not derive a benefit by transacting the points or other rewards from loyalty schemes (e.g., air miles) during contract delivery activities paid for by the UK taxpayer.
- 4.5 It is expected that Suppliers make early bookings, where possible, booking well in advance to minimise costs, take advantage of discounts where they are available, and reserve fixed prices, unless there is a high probability that the schedule will change as they are more likely to provide a better deal.

Air Travel

- 4.6 Suppliers are expected to book the lowest logical fare available.
- 4.7 Suppliers must obtain three quotes for all air travel to show bookings are made using the most economical option. Quotes should be submitted by screenshot included in the email seeking pre-authorisation (hyperlinks should not be provided because costs can change as the webpage they link to is refreshed).
- 4.8 If a Supplier plans to spend personal time at the beginning or end of a business trip, they must inform the DBT Contract Manager. Additional costs must be covered if earlier or later return flights are more expensive than flights that would have been taken purely for the purposes of the business trip. Screenshots of the flights should be provided to evidence that the alternative flights/transport are not more expensive.
- 4.9 The following limits on the class of travel permitted are as follows

| Flying Time (per flight) | Class of Travel | |
|--------------------------|---|--|
| Up to 5 hours | All journeys at public expense: Economy | |
| Over 5 hours | All journeys at public expense: Economy (but see below*) | |
| Over 10 hours | All journeys at public expense: Business (subject to prior agreement with DBT Contract Manager) | |

^{*} Subject to the authority of the DBT Director for the relevant business area, the next higher class (but not first class) may be used:

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- where strict application of the class-of-travel rules would not be cost effective.
- for short duty visits out and back in a working day not applicable where there has been an overnight stay.
- when bookings are not available in the lower class and the timing or date of the journey cannot be changed.
- if the interim contractor will be required to work immediately on arrival.
- on disability/medical grounds recognised by DBT HR (Human Resources).
- 4.10 All flights must be booked at set dates, no open return tickets may be booked.
- 4.11 Air travel should not normally be used within the UK, although there is an exception for travel to/from Scotland and Northern Ireland. Air travel in the UK must be by economy class.
- 4.12 Please have consideration to the carbon footprint of flights and the Department's requirements to meet <u>Greening Government Commitments</u>. Domestic flights should only be taken when they are more economical than rail.

Rail Travel

4.13For rail travel (including Eurostar) the Supplier should travel standard class unless for example they have a disability or health condition that would make this unreasonable.

Sea Travel

4.14 If booking ferry tickets, the Supplier must book directly with the ferry company. The Supplier is entitled to occupy a standard single-berth cabin when it is necessary to travel overnight.

Hotel Booking

- 4.15 Whenever it is necessary to stay away overnight on business, reasonable hotel accommodation costs can be claimed with a valid receipt up to £85 (including VAT) in the UK and £135 (including VAT) in London.
- 4.16 In room movies, mini-bars or gym fees may not be claimed. The use of expensive hotel room telephones should be avoided.
- 4.17 If staying at a conference venue, a hotel recommended by the conference organisers or for convenience, it is the Supplier's responsibility to ensure that there is pre-approval for any excess over the threshold costs. This must be approved in advance of booking and pre-authorisation received from the DBT Contract Manager.
- 4.18 All travel and hotel bookings must be signed off by the DBT Contract Manager prior to booking any travel abroad or within the UK. Email approval is sufficient.
- 4.19 A link to the overseas rates for hotels (which must not be exceeded) is below:

https://www.gov.uk/guidance/expenses-rates-for-employees-travelling-outside-the-uk

Taxis

- 4.20 Use of taxis is expected only where there is a clear value for money or business justification, agreed in advance with the DBT Contract Manager wherever possible; unless a Supplier has a temporary or permanent disability and has been advised that taking a taxi is a 'reasonable adjustment' or for safety and security reasons.
- 4.21 Some examples where taxi travel might be considered **appropriate** include:
 - there were no other reasonable public transport options (for example: travel to a location not served by a bus or train route)

- it was the most cost-effective way of undertaking the journey for instance you shared the taxi with colleagues, and this made it cheaper than other public transport options
- for personal safety reasons
- 4.22 Examples of scenarios where it might be considered **inappropriate** to take a taxi include:
 - There were cheaper public transport options which incurred only a modest additional travel time
 - Public transport involved changing mode of transport (for example, a train and a bus)
 - Failure to leave sufficient time to make the journey by foot or public transport
- 4.23 It is expected that public transport will be used for travel within London and the use of taxis should only be undertaken by exception
- 4.24 The principles set out for UK travel equally apply for taxi travel overseas.

Private & Hire Vehicles

- 4.25 Suppliers are expected to use public transport where this is reasonable and should only use a car where a business need has been agreed in advance by the appropriate DBT manager or where a member of staff has a temporary or permanent disability.
- 4.26 When using a self-drive vehicle on duty travel Suppliers should aim to take the shortest and most direct route.
- 4.27 Hire vehicles can be claimed on actual costs.
- 4.28 Suppliers may claim a mileage allowance for their privately owned car. This allowance is designed to cover the costs of fuel, maintenance, insurance for business use, and wear and tear. In some locations mileage rates are limited by the tax authorities. Motor insurance must cover business use.
- 4.29 Current mileage allowance by private car is 45p for 1st 10,000 miles and 25p for any further mileage in tax year. VAT petrol receipts must be provided.

Meal Allowances

- 4.30 There is no daily allowance for meals or subsistence.
- 4.31 For UK travel meal expenses will be reimbursed on an actual receipted basis, not to exceed £35 per day (24hr period).
- 4.32 As a general rule the following limits against receipts should be applied:
 - £7 for breakfast (if not included in the room rate). There is no limit for breakfast if included in room rate provided it does not exceed the hotel rate.
 - £8 for a lunch if traveling on business away from a permanent workplace for more than 8 hours during normal working hours and it is in addition to usual spend*.
 - *For example, unless costs exceed usual lunch spend, these must not be claimed.
 - £20 for an evening meal
- 4.33 For international travel meal expenses will be reimbursed on an actual basis, not exceeding the limits set out at the following link:
 - https://www.gov.uk/quidance/expenses-rates-for-employees-travelling-outside-the-uk
- 4.34 Receipts/proof of purchase to support claims must be provided.

4.35 Alcohol cannot be claimed as part of personal expenses.

Insurance

4.36 Suppliers must arrange and pay for their own travel insurance. If travelling to a highrisk country or region, Suppliers should notify the relevant DBT manager. Travel insurance cannot be reclaimed as an expense item.

Passports

4.37 It is the Supplier's responsibility to ensure that they have an up-to-date passport with a minimum of six months left until the expiry date for any overseas travel. New or replacement passports cannot be claimed at DBT expense.

Visas

4.38 It is the Supplier's responsibility to check whether the country to be visited requires a visa and obtain one if necessary. Visas can be claimed at DBT's expense, except for additional costs which are a result of the Supplier's failure, for example, where the Supplier fails to apply for a visa following routine processing times (i.e., requesting a visa at short notice). It is the responsibility of the Supplier to ensure they have sufficient pages in their passport to ensure the entry and exit stamp may be placed in their passport. DBT are not liable for costs incurred in the event the Supplier is not allowed entry. The Supplier will be responsible for all expenses attributed to short notice/urgent applications that could have reasonably been avoided.

Vaccinations

4.39 It is the Supplier's responsibility to check whether specific health precautions must be taken for overseas travel. Suppliers may claim for any vaccinations required as a result of overseas travel in accordance with the NHS Fit for Travel Guidance.

Non-Reimbursable Expenses

- 4.40 Expenses may not be reimbursed unless they are specified in this document. Expenses which fall outside the areas above will not be reimbursed.
- 4.41 Non-reimbursable expenses include but are not limited to any claim for:
 - A daily allowance please claim for meals on a receipt basis (capped at £35 in the UK and as per the <u>Worldwide Subsistence Rate Guide</u>)
 - Business expenses that relate to fees, taxes, insurances etc. incurred as part of the contractor's own operating costs of being a limited company
 - Office supplies, e.g., stationery or postage.
 - Office hardware, e.g., chair or printer.
 - Home broadband or a proportion of it.
 - Travel Insurance.
 - Alcoholic drinks purchased as part of a subsistence claim.
 - Fines relating to private or hire vehicle use (parking, speeding or otherwise).
 - Early start meals without an overnight accommodation stay.
 - Late finish meals without an overnight accommodation stay.
 - Entertaining Civil Servants or other public sector representatives whether based in the UK or abroad.
 - Expenses on behalf of any DBT Staff or other interim contractors.

 Where relevant, claims for a Supplier's travel expenses between their home and their designated place of work within their contract (DPOW). (If a journey is in whole or in part substantially the same as the commute to the DPOW; expenses may only be claimed for costs over and above the normal commuting cost).

Covid-19

- 4.42 Supplier staff required to travel internationally as part of the direct performance of a DBT contract may claim COVID-19 expenses directly attributable to that travel. Claimable costs must align to the COVID-19 related laws and guidance in the country or countries that the Supplier is travelling to and from at the time of travel
 - Claimable personnel costs will be limited to normal work hours per day (including any overtime) and will not include non-working days such as weekends and public holidays.
 - Costs cannot be claimed where Supplier staff can be functional for their business whilst in quarantine, i.e., where they can 'work from home' in quarantine, for that Supplier or for the DBT service contract.
 - Costs may be claimed where the Supplier staff travelling across international borders have incurred costs for COVID-19 tests. This is only payable where an NHS Test is not available, and up to a maximum of £250 per individual.
 - Costs can be claimed where Supplier staff travelling across international borders to
 the UK have been required to enter 'hotel quarantine'. This is only payable where
 the additional points outlined in this policy are met, and up to a maximum total cost
 of £1750 per adult per room. Testing costs are included in this expense, and so
 costs cannot be claimed for both point c. and point d. separately. (These costs also
 vary where adults share the same room see Hotel quarantine government
 guidance for further details).
 - Any payments made are not considered relief and are applied through the contract using agreed or available rates and must be agreed in advance in writing by the DBT Contract Manager.

5. Roles and responsibilities

- 5.1 DBT Contract Manager
 - Approval of the pre-expense authorisation form within 5 days of Supplier's request.
 - Where relevant, agree an annual travel & subsistence budget with the Supplier at the start of each contract year.

5.2 Supplier

- Must read and understand this policy, adhering to the limits specified.
- Is responsible for ensuring an accurately completed pre-expense authorisation form is sent to the DBT Contract Manager, allowing 5 days for turnaround by the Contract Manager.
- Must make early bookings where possible to ensure a better deal is sought.

6. Training

6.1 There is no training required to understand this policy.

SCHEDULE 31 (TRAVEL AND SUBSISTENCE)

7. Communication and Implementation

- 7.1 This policy will be communicated to
 - 7.1.1 all DBT Contract Managers via the DBT Contract Management Forum, Teams channel and email.
 - 7.1.2 DBT Commercial team via the quarterly release update
- 7.2 Where relevant to a contract, the Supplier will be made aware of the policy by the Contract Manager.
- 7.3 This policy will be embedded into all relevant DBT contracts.

8. Monitoring

8.1 There will be no formal monitoring of this policy.

9. Review

- 9.1 This policy will be reviewed on an annual basis, to ensure alignment with DBT internal policies and processes.
- 9.2 DBT Suppliers should be aware that this policy is subject to change during the term of their contract, so should check with the relevant DBT Contract Manager for an up-todate version.

SCHEDULE 31 (TRAVEL AND SUBSISTENCE)

Annex A – Pre-Expense Authorisation Process

1. Complete the Pre-Expense Authorisation Form



- 2. Include estimates of costs to be incurred including, screen shots detailing 3 quotes for international travel (hyperlinks should not be provided because costs can change as the webpage they link to is refreshed).
- 3. Send the form to the DBT Contract Manager requesting signed approval and return in PDF format.
- 4. Once approval has been received, proceed with the reservation/purchase.
- 5. When submitting a claim, the approval must be attached. Where actual receipted costs exceed estimated costs retrospective approval must be sought from the DBT Contract Manager prior to submitting a claim.
 - Please allow 5 days for turnaround of the expense pre-authorisation.

SCHEDULE 36 (INTELLECTUAL PROPERTY RIGHTS)

Schedule 36 (Intellectual Property Rights)

1. Intellectual Property Rights

- 1.1. Each Party keeps ownership of its own Existing IPR. Neither Party has the right to use the other Party's IPR, including any use of the other Party's names, logos or trademarks, except as expressly granted elsewhere under the Contract or otherwise agreed in writing.
- 1.2. Except as expressly granted elsewhere under the Contract, neither Party acquires any right, title or interest in or to the IPR owned by the other Party or any third party.

1.3. Licences granted by the Supplier: Supplier Existing IPR

- 1.3.1. Where the Buyer orders Deliverables which contain or rely upon Supplier Existing IPR, the Supplier hereby grants the Buyer a Supplier Existing IPR Licence on the terms set out in Paragraph 1.3.2.
- 1.3.2. The Supplier Existing IPR Licence granted by the Supplier to the Buyer is a non-exclusive, perpetual, royalty-free, irrevocable, transferable, worldwide licence to use, change and sub-license any Supplier Existing IPR which is reasonably required by the Buyer to enable it:
 - 1.3.2.1. or any End User to use and receive the Deliverables; or
 - 1.3.2.2. to use, sub-licence or commercially exploit (including by publication under Open Licence) the New IPR and New IPR Items,

for any purpose relating to the exercise of the Buyer's (or, if the Buyer is a Public Sector Body, any other Public Sector Body's) business or function.

1.4. Licences granted by the Buyer and New IPR

- 1.4.1. Any New IPR created under the Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Buyer Existing IPR and New IPR for the purpose of fulfilling its obligations during the Contract Period.
- 1.4.2. Where a Party acquires ownership of IPR incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
- 1.4.3. Unless otherwise agreed in writing, the Supplier and the Buyer will record any New IPR in the table at Annex 1 to this Schedule 36 and keep this updated throughout the Contract Period.

1.5. Open Licence Publication

- 1.5.1. Subject to Paragraph 1.5.4, the Supplier agrees that the Buyer may at its sole discretion publish under Open Licence all or part of the New IPR Items.
- 1.5.2. Subject to Paragraph 1.5.4, the Supplier hereby warrants that the New IPR Items are suitable for release under Open Licence.

SCHEDULE 36 (INTELLECTUAL PROPERTY RIGHTS)

- 1.5.3. The Supplier will supply any or all New IPR Items in a format suitable for publication under Open Licence ("the Open Licence Publication Material") within 30 days of written request from the Buyer ("Buyer Open Licence Request").
- 1.5.4. The Supplier may within 15 days of a Buyer Open Licence Request under Paragraph 1.5.3 request in writing that the Buyer excludes all or part of:
 - 1.5.4.1. the New IPR; or
 - 1.5.4.2. Supplier Existing IPR or Third Party IPR that would otherwise be included in the Open Licence Publication Material supplied to the Buyer pursuant to Paragraph 1.5.3

from Open Licence publication.

- 1.5.5. Any decision to Approve any such request from the Supplier pursuant to Paragraph 1.5.4 shall be at the Buyer's sole discretion, not to be unreasonably withheld, delayed or conditioned.
- 1.5.6. Subject to Clause 15 of the Core Terms, the Buyer will not be liable in the event that any Supplier Existing IPR or Third Party IPR is included in the Open Licence Publication Material published by the Buyer.

1.6. Third Party IPR

- 1.6.1. The Supplier shall not use in the delivery of the Deliverables any Third Party IPR unless Approval is granted by the Buyer and it has procured that the owner or an authorised licensor of the relevant Third Party IPR has granted a Third Party IPR Licence on the terms set out in Paragraph 1.6.3. If the Supplier cannot obtain for the Buyer a licence on the terms set out in Paragraph 1.6.3 in respect of any Third Party IPR the Supplier shall:
 - 1.6.1.1. notify the Buyer in writing; and
 - 1.6.1.2. use the relevant Third Party IPR only if the Buyer has provided authorisation in writing, with reference to the acts authorised and the specific IPR involved.
- 1.6.2. In spite of any other provisions of the Contract and for the avoidance of doubt, award of this Contract by the Buyer and the ordering of any Deliverable under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 Section 12 of the Registered Designs Act 1949 or Sections 240 243 of the Copyright, Designs and Patents Act 1988.
- 1.6.3. The Third Party IPR Licence granted to the Buyer shall be a non-exclusive, perpetual, royalty-free, irrevocable, transferable, worldwide licence to use, change and sub-licence any Third Party IPR which is reasonably required by the Buyer to enable it or any End User to receive and use the Deliverables and make use of the deliverables provided by a Replacement Supplier.

1.7. Termination of licences

SCHEDULE 36 (INTELLECTUAL PROPERTY RIGHTS)

- 1.7.1. The Supplier Existing IPR Licence granted pursuant to Paragraph 1.3 and the Third Party IPR Licence granted pursuant to Paragraph 1.6 shall survive the Expiry Date and termination of this Contract.
- 1.7.2. The Supplier shall, if requested by the Buyer in accordance with Schedule 30 (Exit Management) and to the extent reasonably necessary to ensure continuity of service during exit and transition to any Replacement Supplier, grant (or procure the grant) to the Replacement Supplier a licence to use any Supplier Existing IPR or Third Party IPR on terms equivalent to the Supplier Existing IPR Licence or Third Party IPR Licence (as applicable) subject to the Replacement Supplier entering into reasonable confidentiality undertakings with the Supplier.
- 1.7.3. Any licence granted to the Supplier pursuant to Paragraph 1.4 (Licence granted by the Buyer) shall terminate automatically on the Expiry Date and the Supplier shall:
 - 1.7.3.1. immediately cease all use of the Buyer Existing IPR (including the Buyer Data within which the Buyer Existing IPR may subsist);
 - 1.7.3.2. at the discretion of the Buyer, return or destroy documents and other tangible materials that contain any of the Buyer Existing IPR and the Buyer Data, provided that if the Buyer has not made an election within six months of the termination of the licence, the Supplier may destroy the documents and other tangible materials that contain any of the Buyer Existing IPR and the Buyer Data (as the case may be); and
 - 1.7.3.3. ensure, so far as reasonably practicable, that any Buyer Existing IPR and Buyer Data that are held in electronic, digital or other machine-readable form ceases to be readily accessible from any computer, word processor, voicemail system or any other device of the Supplier containing such Buyer Existing IPR or Buyer Data.

SCHEDULE 36 (INTELLECTUAL PROPERTY RIGHTS)

ANNEX 1: NEW IPR

| Name of New IPR | Details |
|-----------------|---------|
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