

2016

Agreement
relating to
the Provision of Quality Assurance Services

(Lot 4)

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THIS CONTRACT IS DATED2016

PARTIES

- (1) **THE SECRETARY OF STATE FOR JUSTICE**, acting on behalf of the Crown, of 102 Petty France, London, SW1H 9AJ (the **Authority**); and
- (2) **THE LONDON BOROUGH OF NEWHAM**, a local authority whose address is at Newham Dockside, 1000 Dockside Road, London E16 2QU (the **Supplier**).

1. DEFINITIONS AND INTERPRETATION

1.1 In this Contract the following words have the following meanings unless otherwise provided or the context otherwise requires:

Acceptance Criteria	the criteria set out in Annex 2 of Schedule 4.
Account Management Team	the team appointed by the Supplier from time to time to fulfil the role set out in Paragraph 2.1 of Schedule 8.
Acquired Rights Directive	the European Council Directive 77/187/EEC on the approximation of laws of European member states relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended or re-enacted from time to time.
Affected Party	the Party seeking to claim relief in respect of a Force Majeure Event.
Affiliate	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 with, that body corporate from time to time.
Approval	the prior written approval of the party required to give such approval.
Arbitration Notice	shall have the meaning set out in Clause 66.7.2.
Assignee	shall have the meaning set out in Clause 57.2.
Auditors	shall have the meaning set out in Clause 17.1.
Authority Board Lead	the individual appointed by the Authority from time to time to fulfil the role set out in Paragraph 3.4 of Schedule 8.
Authority Code of Conduct	the Interpreters and Translators Authority Code of Conduct set out in Annex 2 to Schedule 2 and as may be amended from time to time.
BCDR Plan	shall have the meaning set out in Paragraph 2.1 of Schedule 21.
Board Meeting	a meeting of the Board Members of each Governance Board.
Board Members	the Authority Board Lead, Supplier Board Lead and any other members of each respective Governance Board as further detailed in Annex 1 to Schedule 8, or as otherwise appointed from time to time.

Board Leads	the Supplier Board Lead and the Authority Board Lead except in the case of each Quality Assurance Board where it shall also include a board lead from the relevant Language Services Supplier.
Booking	a booking for a Language Professional made by a Commissioning Body to a Language Services Supplier.
Business Continuity Plan	shall have the meaning set out in Paragraph 2.2.2 of Schedule 21.
Business Continuity Services	shall have the meaning set out in Paragraph 4.2.2 of Schedule 21.
Change Authorisation Note	a form setting out an agreed Contract Change which shall be substantially in the form set out in Annex 2 of Schedule 10.
Change Control Procedure	the procedure for changing the Contract as set out in Schedule 10.
Change Request	a written request for a Contract Change which shall be substantially in the form of Annex 1 to Schedule 10.
Cloud Security Principles	shall have the meaning set out in Paragraph 3.1 of Schedule 14.
Commencement Date	is the date of this Contract.
Commercial and Contract Management Review Board	the body described in Annex 1 to Schedule 8.
Commercially Sensitive Information	<p>the information (i) listed in Schedule 15; or (ii) notified to the Authority in writing and which has been clearly marked as Commercially Sensitive Information and comprises of information:</p> <ul style="list-style-type: none"> (a) which is provided by the Supplier to the Authority in confidence for the period set out in that Schedule or notification; or (b) that constitutes a trade secret.
Commissioning Body	the Authority and each of those entities listed in Schedule 1, which together shall be referred to as the " Commissioning Bodies ".
Commissioning Body Background IPR	<ul style="list-style-type: none"> (a) Intellectual Property Rights owned or licensed by any Commissioning Body before the Commencement Date; and/or (b) Intellectual Property Rights created, acquired or licensed by any Commissioning Body independently of this Contract.
Commissioning Body Data	<ul style="list-style-type: none"> (a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any written, electronic, magnetic, optical or tangible media, and which: <ul style="list-style-type: none"> (i) are supplied to the Supplier by or on behalf of any Commissioning Body; and/or

	(ii) the Supplier is required to process, store or transmit pursuant to the Contract; or
	(b) any Personal Data for which a Commissioning Body is the Data Controller and the Supplier processes in the performance of its obligations under this Contract, including Personal Data in respect of Language Professionals.
Commissioning Body Materials	<p>(a) the Commissioning Body Data;</p> <p>(b) the Register;</p> <p>(c) any other assets, rights, materials, documentation, information, programs, codes, hardware, software, telecoms devices and equipment which a Commissioning Body owns or has the right to use; and</p> <p>(d) any Intellectual Property Rights vesting in any of the items set out in sub-paragraphs (a), (b) and/or (c) above,</p> <p>but excluding Supplier Assets and Supplier Background IPR.</p>
Commissioning Body Premises	the real property of each Commissioning Body, whether owned, licensed or leased.
Complexity Levels	the complexity level of a Booking as described in table 3 of Annex 1 of Schedule 2.
Comptroller and Auditor General	the comptroller and auditor general of the National Audit Office.
Confidential Information	<p>all Personal Data, Commercially Sensitive Information, the Translations and information acquired in the preparation of Translations, audio and visual recordings of the Language Services being performed and the content therein, and any information however it is conveyed, that relates to the business affairs, public functions, developments, trade secrets, Know-How, personnel, and suppliers of either Party and/or another Commissioning Body, including all Intellectual Property Rights therein, together with all information derived from any of the above, and any other information clearly designated as being confidential and:</p> <p>(a) in relation to information provided by a Commissioning Body, any other information which the Authority reasonably considers confidential (whether or not it is marked "confidential"); and</p> <p>(b) in relation to information provided by the Supplier, any information which the Supplier reasonably considers to be confidential (whether or not it is marked "confidential") and, in respect of which, the Supplier has obtained the Authority's Approval is confidential.</p>
Consumer Prices Index	<p>the consumer prices index published by the Office of National Statistics from time to time:</p> <p>http://www.ons.gov.uk/ons/taxonomy/search/index.html?newquery=&nscl=Consumer+Price+Indices&nscl-orig=Consumer+Price+Indices&content-</p>

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Continuous Improvement Report	shall have the meaning set out in Clause 9.5.
Contract	this written agreement between the Authority and the Supplier consisting of these terms and conditions and the Schedules and their Annexes.
Contract Breakage Costs	the amounts payable by the Supplier to its Sub-contractors for terminating its Sub-contracts as a direct result of the early termination of this Contract.
Contract Change	a change to this Contract.
Contract Period	the period of time the Contract is in force, as more particularly defined in Clause 45.
Contract Year	a period of twelve (12) Months commencing on the Services Commencement Date and, thereafter, each anniversary of the Services Commencement Date provided that the final Contract year shall end on the expiry or termination of the Contract Period.
Contracting Body	any contracting authority as defined in Regulation 3 of the PCR.
Control	that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of another person (whether through the ownership of voting shares, by contract or otherwise) and " Controls " and " Controlled " shall be interpreted accordingly.
Critical Service Failure	a Service Failure where the level of service performance is below the Service Threshold set out in the column titled "Critical Service Failure" in the table in Annex 1 of Schedule 6.
Crown	the government of the United Kingdom (including the Northern Ireland Executive Committee and the Northern Ireland Departments, the Scottish Executive and the National Assembly for Wales), including government ministers, government departments, government and particular bodies and government agencies.
CRTPA	shall have the meaning set out in Clause 65.1.
Cyber Essentials	a level of assurance as further detailed in the Cyber Essentials Scheme.
Cyber Essentials Scheme	the scheme developed by UK Government setting out technical controls for organisations to use in respect of cyber security, which is further described at https://www.gov.uk/government/publications/cyber-essentials-scheme-overview
Data Controller	shall have the meaning set out in the Data Protection Act 1998.
Data Processor	shall have the meaning set out in the Data Protection Act 1998.
Data Protection Legislation	collectively, the Data Protection Act 1998, the EU General Data Protection Regulation at such time as that regulation shall come into force, and all other applicable laws and regulations relating to

processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner.

Data Subject	shall have the meaning set out in the Data Protection Act 1998.
Default	any breach of the obligations of the relevant Party (including but not limited to fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or negligent statement of the relevant Party or their Personnel in connection with or in relation to the subject matter of the Contract and in respect of which such Party is liable to the other.
Deliverable	<p>(a) the assessments and reports produced by the Supplier or its Personnel during the provision of the Services;</p> <p>(b) any updates, amendments, modifications or improvements the Supplier or its Personnel make to the Register;</p> <p>(c) any data acquired, generated or developed by the Supplier or its Personnel to enable the Authority and/or any other third party to populate the Register;</p> <p>(d) any other materials, item or feature to be delivered by the Supplier or its Personnel during the Contract Period, including those set out in the Service Specification, Transition Plan and any Exit Plan, and</p> <p>(e) any Intellectual Property Rights vesting in any of the items set out in sub-paragraphs (a), (b), (c) and/or (d) above,</p> <p>but shall not include Supplier Assets and Supplier Background IPR.</p>
Directive	Directive 2010/64 of the European Parliament and the Council on the right to interpretation and translation in criminal proceedings.
Disaster	the occurrence of one or more events which, either separately or cumulatively, mean that the Services, or a material part of the Services will be unavailable for period of twenty four (24) hours or which is reasonably anticipated will mean that the Services or a material part of the Services will be unavailable for that period.
Disaster Recovery Plan	shall have the meaning set out in Paragraph 2.2.3 of Schedule 21.
Disaster Recovery Services	the services embodied in the processes and procedures for restoring the Services following the occurrence of a Disaster.
Disaster Recovery System	the system identified by the Supplier in the Service Solution which shall be used for the purpose of delivering the Disaster Recovery Services.
Dispute Resolution Procedure	the procedure more particularly set out in Clause 66.
Disputed Invoice	shall have the meaning set out in Paragraph 5.1.2 of Schedule 7.
DOTAS	the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HM Revenue & Customs 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 by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868 made under s.132A Social Security Administration Act 1992.

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 related to employment including in relation to the following:

- (a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
- (b) unfair, wrongful or constructive dismissal compensation;
- (c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
- (d) compensation for less favourable treatment of part-time workers or fixed term employees;
- (e) compensation for less favourable treatment of part-time workers or fixed term employees;
- (f) compensation for less favourable treatment of part-time workers or fixed term employees; and
- (g) any investigation relating to employment matters 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.

Employment Regulations the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the Acquired Rights Directive.

Environmental Information Regulations the Environmental Information Regulations 2004 and any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

Equalities Provisions shall have the meaning set out in Clause 27.1.

Excess shall have the meaning set out in Clause 11.3.

Exit Milestone an event or task set out in an Exit Plan.

Exit Milestone Date the date set out against the relevant Exit Milestone by which the Exit Milestone must be achieved.

Exit Period either:

- (a) the period of twelve (12) Months prior to the date on which the Contract is due to expire;
- (b) if the Contract is terminated early, the longer of the period from the date of notification of termination to:
 - (i) the effective date of termination; or
 - (ii) twelve (12) Months following the date of notification of termination, or
- (c) such other period of time agreed between the Parties in the Exit Plan.

Exit Plan the plan produced and updated by the Supplier during the Contract Period in accordance with Schedule 13.

Exit Services the services and activities to be provided by the Supplier in accordance with the Exit Plan.

Fast-track Change any Contract Change which the Parties agree to expedite in accordance with Paragraph 7 of Schedule 10.

FOIA the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

Force Majeure Event any of the following: fire; flood; violent storm; pestilence; explosion; malicious damage; armed conflict; acts of terrorism; nuclear, biological or chemical warfare; or any other disaster, natural or man-made, to the extent that such event has affected the ability of the Affected Party from performing its obligations in accordance with the terms of this Contract and where such event is not attributable to any act or failure to take preventative action by the Affected Party, but excluding:

- (a) any industrial action occurring within the Supplier's or any Sub-contractor's organisation; and
- (b) the failure by any Sub-contractor of the Supplier to perform its obligations under any Sub-contract.

Former Supplier a supplier supplying services to the Authority 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 sub-contractor of such supplier (or any sub-contractor of any such sub-contractor).

Fraud any offence under the Law creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts in relation to the Contract or defrauding or attempting to defraud or conspiring to defraud the Crown.

General Anti-Abuse Rule the legislation in Part 5 of the Finance Act 2013 and any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions.

Good Industry Practice	standards, practices, methods and procedures conforming to the Law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances.
Governance Boards	shall have the meaning set out in Paragraph 3.1 of Schedule 8.
Halifax Abuse Principle	the principle explained in the CJEU Case C-255/02 Halifax and others.
Identified Bodies	are: <ul style="list-style-type: none"> (a) the Ministry of Justice HQ being a division of the Ministry of Justice; and (b) National Probation Service, being a division of the National Offender Management Service, with each being an " Identified Body ".
Impact Assessment	an assessment of a Change Request in accordance with Paragraph 4 of Schedule 10.
Indemnified Person	each and every person to whom a Commissioning Body (or any direct or indirect sub-licensee of a Commissioning Body) sub-licenses, assigns or novates any Intellectual Property Rights used to provide the Services or as otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to a Commissioning Body or a third party in the fulfilment of the Supplier's obligations under this Contract, including the Supplier Assets, Supplier Background IPR and Deliverables.
Indexed	indexed in accordance with the calculation set out in Paragraph 3 of Schedule 7.
In Person Assessments	shall have the meaning set out in Paragraph 4.1.3 of Schedule 2.
In Person Assessment Fee	the unit price for provision of each In Person Assessment calculated in accordance with Paragraph 2.4 of Schedule 7.
Information	shall have the meaning set out under section 84 of FOIA.
Initial Contract Period	a period of four (4) years from and including the Services Commencement Date.
Insolvency Event	(a) the other Party suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts within the meaning of section 123 Insolvency Act 1986; <ul style="list-style-type: none"> (b) the other Party commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, a LLP or a partnership) for the sole

purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party;

- (c) a person becomes entitled to appoint a receiver over the assets of the other Party or a receiver is appointed over the assets of the other Party;
- (d) a creditor or encumbrancer of the other Party attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of the other Party's assets and such attachment or process is not discharged within fourteen (14) days;
- (e) the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
- (f) where the other Party 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 other Party other than for the solvent reconstruction of that other Party;
 - (ii) (being a company or a LLP) the holder of a qualifying floating charge over the assets of that other Party has become entitled to appoint or has appointed an administrative receiver; or
 - (iii) 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 the other Party,
- (g) (being a company or a LLP) the holder of a qualifying floating charge over the assets of that other Party has become entitled to appoint or has appointed an administrative receiver;
- (h) (being a partnership) the holder of an agricultural floating charge over the assets of that other Party has become entitled to appoint or has appointed an agricultural receiver; or
- (i) any event occurs, or proceeding is taken, with respect to the other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above.

Insurances

shall have the meaning set out in Paragraph 2.1 of Schedule 11.

Intellectual Property Rights or IPRs

patents, inventions, trade marks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights, know-how and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.

ISMS	shall have the meaning set out in Paragraph 5.1.1(a) of Schedule 14.
Key Performance Indicator(s) or KPI(s)	a key performance indicator as set out in Annex 1 of Schedule 6.
Key Personnel	those persons appointed by the Supplier to fulfil the Key Roles, being the persons listed in Schedule 17 against each Key Role as at the Commencement Date or as amended in accordance with Clause 19.
Key Roles	a role described as a Key Role in Schedule 17 and any additional roles added from time to time in accordance with Clause 19.
Know-How	all ideas, concepts, schemes, information, knowledge, techniques, methodology and anything else in the nature of the know-how relating to the Services or any part thereof but excluding know-how already in the Supplier's or the Authority's possession before the Commencement Date.
Language Professional	means an individual who, on behalf of each respective Language Services Supplier, provides Language Services.
Language Services	language services provided by Language Services Suppliers to Commissioning Bodies, being: <ul style="list-style-type: none"> (a) face to face, video and telephone interpretation services provided by the Lot 1 Supplier; (b) translation and transcription services provided by the Lot 2 Supplier; and (c) face to face and video non-spoken interpretation services provided by the Lot 3 Supplier.
Language Services Suppliers	suppliers of language services to Commissioning Bodies pursuant to contracts entered into between such suppliers and the Authority, being the Lot 1 Supplier, the Lot 2 Supplier and the Lot 3 Supplier.
Law	any applicable Act of Parliament, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, exercise of the Royal Prerogative, enforceable community right within the meaning of section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any Regulatory Body with which the Supplier is bound to comply.
Legal Body	a body established by law to undertake administrative or judicial functions and shall include but is not limited to tribunals and courts.
Losses	losses, liabilities, damages, costs and expenses (including professional fees) and disbursements and costs of investigation, litigation, settlement, judgement, interest and penalties whether arising in contract, tort (including negligence) breach of statutory duty or otherwise and " Loss " shall be construed accordingly.
Lot 1 Supplier	THEBIGWORD GROUP LIMITED whose registered number is 5551907 and whose registered office is at Link Up House, Ring Road, Lower Wortley, Leeds LS12 6AB or such replacement

supplier as may be notified by the Authority to the Supplier from time to time.

Lot 2 Supplier	THEBIGWORD GROUP LIMITED whose registered number is 5551907 and whose registered office is at Link Up House, Ring Road, Lower Wortley, Leeds LS12 6AB or such replacement supplier as may be notified by the Authority to the Supplier from time to time.
Lot 3 Supplier	CLARION INTERPRETING LIMITED whose registered number is 4401314 and whose registered office is at The Old Dairy, Brook Rd, Thriplow, Herts, SG8 7RG or such replacement supplier as may be notified by the Authority to the Supplier from time to time.
Management Information	the information specified in Annex 1 to Schedule 9, as amended from time to time in accordance with Paragraph 2.2 of Schedule 9.
Mediator	shall have the meaning set out in Clause 66.5.1.
Minor Service Failure	a Service Failure where the level of service performance is below the Service Threshold set out in the column titled "Minor Service Failure" in the table in Annex 1 of Schedule 6.
Moderate Service Failure	a Service Failure where the level of service performance is below the Service Threshold set out in the column titled "Moderate Service Failure" in the table in Annex 1 of Schedule 6.
Month	a calendar month.
Monthly Payment	the sum payable in each Month before Service Credits and other deductions, calculated in accordance with Schedule 7.
Mystery Shopping Assessments	shall have the meaning set out in Paragraph 4.1.1 of Schedule 2.
New Fair Deal	the revised fair deal position set out in the HM Treasury guidance: " <i>Fair Deal for staff pensions: staff transfer from central government</i> " issued in October 2013.
Normal Working Hours	07:00 to 19:00 Monday to Friday (excluding bank holidays) and any other times and dates notified in writing by a Commissioning Body to the Supplier.
Notifiable Default	shall have the meaning set out in Clause 49.1.
Occasion of Tax Non-Compliance	any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found to be incorrect as a result of the: (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 that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; (b) failure of an avoidance scheme which the Supplier was involve in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or

- (c) Supplier's tax affairs give rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Commencement Date or to a penalty for civil fraud or evasion.

Onboarding Process

the process which each of the Language Services Suppliers ensures their respective Language Professionals undertakes before commencing the provision of the Language Services, as more particularly described in each contract between the Authority and Language Services Suppliers.

Open Book Data

complete and accurate financial and non-financial information which is sufficient to enable the Authority to verify the payments already paid or payable and payments forecast to be paid under this Contract during the remainder of the Contract Period (whether by the Authority or another Commissioning Body), including details and all assumptions relating to:

- (a) the Supplier's costs broken down against each Service including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all hardware and software;
- (b) operating expenditure relating to the provision of the Services including an analysis showing:
 - (i) the unit costs and quantity of consumables and bought-in services;
 - (ii) manpower resources broken down into the number and grade/role of the Supplier's Personnel (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's profit margin; and
 - (iv) expenses reimbursable under this Contract;
- (c) overheads;
- (d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Services;
- (e) the Supplier's profit achieved over the Contract Period and on an annual basis;
- (f) confirmation that all methods of cost apportionment and overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier; and
- (g) an explanation of the type and value of risk and contingencies associated with the provision of the Services, including the amount of money attributed to each risk and/or contingency.

Other Supplier

any supplier to a Commissioning Body, other than the Supplier.

Partial Termination	the partial termination of this Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 50.3 or Clause 51.1.
Party	the Supplier and the Authority each being a " Party " and together the " Parties ".
PCR	the Public Contracts Regulations 2015.
Performance Points	points which accrue for Service Failures as set out in Annex 1 of Schedule 6.
Personal Data	shall have the meaning set out in the Data Protection Act 1998.
Personnel	all directors, officers, employees, agents, consultants and sub-contractors of either Party (as the context requires).
Pre-Meeting Report	the report the Supplier is required to prepare in advance of each Board Meeting as further detailed in Annex 1 to Schedule 8.
Priority Key Performance Indicators	Key Performance Indicator 4.
Process	shall have the meaning set out under the Data Protection Act 1998 and, for the purposes of the Contract, it shall include both manual and automatic processing.
Prohibited Act	<p>(a) to directly or indirectly offer, promise or give any person working for or engaged by any Commissioning Body a financial or other advantage to:</p> <ul style="list-style-type: none"> (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity; <p>(b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Contract;</p> <p>(c) an offence:</p> <ul style="list-style-type: none"> (i) under the Bribery Act 2010; (ii) under legislation or common law concerning fraudulent acts; (iii) defrauding, attempting to defraud or conspiring to defraud any Commissioning Body; and/or (iv) any activity, practice or conduct which would constitute one of the offences listed under (c)(i) to (c)(iii) above if such activity, practice or conduct has been carried out in the UK.
Published Register	means a version of the Register with the following information extracted:

- (a) the language(s) which each Language Profession provides;
- (b) unique reference number of each Language Professional; and
- (c) the professional body to whom each Language Professional is registered.

Quality Assurance Board the body described in Annex 1 to Schedule 8.

Qualification Levels in relation to Language Professionals the qualification level required of that Language Professional as determined by reference to the Complexity Level of the Booking as set out in Annex 1B of Schedule 2 and as may be amended by the Authority from time to time.

Quality Standards the quality standards published by the British Standards Institute, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent body (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 together with any quality standards further detailed in the Service Specification.

Receipt the physical or electronic arrival of an invoice at the address of the Commissioning Body for which the invoice is intended, as confirmed to the Supplier in accordance with Schedule 7.

- Rectification Plan Failure**
- (a) the Supplier failing to submit or resubmit a draft Rectification Plan to the Authority within the timescales specified in Clause 49.3;
 - (b) the Authority, acting reasonably, rejecting a revised draft of the Rectification Plan submitted by the Supplier pursuant to Clause 49.3.6;
 - (c) the Supplier failing to rectify a Notifiable Default within the later of:
 - (i) thirty (30) Working Days of a notification submitted by the Supplier pursuant to Clause 47.1 or by the Authority pursuant to Clause 49.2; and
 - (ii) where the Parties have agreed a Rectification Plan in respect of that Notifiable Default and the Supplier can demonstrate that it is implementing the Rectification Plan in good faith, the date specified in the Rectification Plan by which the Supplier must rectify the Notifiable Default; and/or
 - (d) following the successful implementation of a Rectification Plan, the same Notifiable Default recurring within a period of six (6) Months for the same (or substantially the same) root cause as that of the original Notifiable Default.

Rectification Plan Process is the process as more particularly set out in Clause 49.3.

Redundancy Costs the total sum of any of the following sums paid to the applicable Supplier's Personnel, each amount apportioned between the Supplier and the Authority based on the time spent by such

employee on the Services as a proportion of the total Service duration:

- (a) any statutory redundancy payment; and
- (b) in respect of an employee who was a Transferring Former Supplier Employee, any contractual redundancy payment (or where such a contractual benefit on redundancy is a benefit payable from a pension scheme, the increase in cost to the Supplier as a net present value compared to the benefit payable on termination of employment without redundancy), provided that such employee was entitled to such contractual redundancy payment immediately prior to his or her transfer to the Supplier under the Employment Regulations.

Register	the Authority's register of Language Professionals created by the Authority as required by the Directive including both the structure and content of such register together with any updates and/or changes made to that register from time to time and as set out in indicative template form in Schedule 16.
Regulatory Bodies	those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in the Contract or any other affairs of the Authority and " Regulatory Body " shall be construed accordingly.
Relevant Conviction	other than for minor road traffic offences, any previous conviction (excluding any spent convictions as contemplated by section 1(1) of the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975 (SI 1975/1023)) that is relevant to the nature of the Services and/or relevant to the work of the Authority including conviction for dishonesty, deception, fraud, money laundering, violence, assault or harassment.
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 for Justice pursuant to section 9 of the Bribery Act 2010.
Relevant Tax Authority	HM Revenue & Customs, or, if applicable, a tax authority in the jurisdiction in which the Supplier is established.
Relevant Transfer	a transfer of employment to which the Employment Regulations apply.
Relevant Transfer Date	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place.
Replacement Services	any services which are the same as or substantially similar to any of the Services and which any Commissioning Body receives in substitution of any of the Services following the expiry or termination of the Contract or Partial Termination as applicable, whether those services are provided by a Commissioning Body internally and/or by any third party.
Replacement Supplier	any third party service provider appointed by a Commissioning Body to supply the Replacement Services.

Retention Period	the period of time the Supplier is required to retain the data, documents and information of the Commissioning Bodies, as set out in Annex 4 to Schedule 9, or as otherwise amended by the Authority from time to time.
Requests for Information	shall have the meaning set out in FOIA or the Environmental Information Regulations as relevant (where the meaning set out for the term "request" shall apply).
Review Report	shall have the meaning set out in Paragraph 6.2 of Schedule 21.
Schedule	a schedule attached to, and forming part of, the Contract.
Security Levels	<ul style="list-style-type: none"> (a) in relation to Language Professionals provided by the Lot 1 Supplier, the relevant security level as set out in Part 1 of Annex 1 of Schedule 2; (b) in relation to Language Professionals provided by the Lot 2 Supplier, the relevant security level as set out in Part 2 of Annex 1 of Schedule 2; and (c) in relation to Language Professionals provided by the Lot 3 Supplier, the relevant security level as set out in Part 3 of Annex 1 of Schedule 2.
Service Credits	any service credits payable by the Supplier for failure to meet its obligations under this Contract, as set out and calculated in accordance with Schedule 6.
Service Credits Cap	in each Contract Year, an amount equal to REDACTED
Service Failure	in respect of a Key Performance Indicator, where the level of service performance is below the Service Threshold in a Month.
Service Payment	the payment for the Services calculated in accordance with Schedule 7.
Service Solution	the document set out in Schedule 3 describing the way in which the Supplier intends to provide the Services which was delivered in response to the Authority's invitation to suppliers for formal offers to supply it with services.
Service Specification	the description of the Services to be supplied under the Contract as set out in Schedule 2.
Service Transfer	any transfer of the Services (or any part of the Services), for whatever reason, from the Supplier or any Sub-contractor to a Replacement Supplier or a sub-contractor of a Replacement Supplier.
Service Transfer Date	the date of a Service Transfer.
Service Threshold	in respect of each Key Performance Indicator, the minimum level of performance stated in the "Service Threshold" column of the table set out in Annex 1 of Schedule 6.

Services	the services to be supplied by the Supplier to the Commissioning Bodies, subject to the terms of the Contract, as detailed in the Service Specification, together with the Transition Services and Exit Services.
Services Commencement Date	31 October 2016.
SPF	shall have the meaning set out in Paragraph 4.2 of Schedule 14.
Spot Check Assessments	shall have the meaning set out in Paragraph 4.1.2 of Schedule 2.
Spot Check Assessment Fee	the unit price for provision of each Spot Check Assessment calculated in accordance with Paragraph 2.3 of Schedule 7.
Staffing Information	<p>in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Authority may reasonably request (subject to all applicable provisions of Data Protection Legislation), but including in an anonymised format:</p> <ul style="list-style-type: none"> (a) their ages, dates of commencement of employment or engagement and gender; (b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise; (c) the identity of the employer or relevant contracting party; (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments; (e) their wages, salaries and profit sharing arrangements as applicable; (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them; (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims); (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence; (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and (j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations.

Standard Fee	the fee for provision of the Services (other than Spot Check Assessments and In-Person Assessments) calculated in accordance with Paragraph 2.2 of Schedule 7.
Standard Key Performance Indicators	Key Performance Indicators 1, 2, 3, 5, 6, 7, 8, 9, 10.
Strategic Board	the body described in Annex 1 to Schedule 8.
Sub-contract	a contract between two or more suppliers, at any stage of remoteness from the Authority in a sub-contracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract.
Sub-contractor	a third party with whom: <ul style="list-style-type: none"> (a) the Supplier enters into a Sub-contract; or (b) a third party under (a) above enters into a Sub-contract, and all directors, officers, employees, agents and consultants of that third party.
Supplier Assets	all assets and rights used by the Supplier to provide the Services including hardware, software, telecoms devices and equipment (and including the Website and any user manuals and other documentation relating to the Website) and all Intellectual Property Rights vesting in such assets and rights but excluding Commissioning Body Premises, Commissioning Body Materials and the Deliverables.
Supplier Background IPR	(a) Intellectual Property Rights owned or licensed by the Supplier before the date of this Contract; and/or <ul style="list-style-type: none"> (b) Intellectual Property Rights created or acquired by the Supplier independently of this Contract.
Supplier Board Lead	the individual appointed by the Supplier from time to time to act as its board lead.
Supplier Premises	any real property of the Supplier, whether owned, licensed or leased (other than the Commissioning Body Premises).
Supplier Termination Event	(a) five (5) Critical Service Failures of Priority Key Performance Indicators occur in any Month; <ul style="list-style-type: none"> (b) a Critical Service Failure in relation to the same Priority Key Performance Indicator occurs in five (5) consecutive Months; (c) the Supplier committing a material Default which, in the opinion of the Authority, is incapable of remedy; (d) an audit reveals Fraud or suspected Fraud; (e) a Rectification Plan Failure; (f) where a right of termination is expressly reserved by the Authority in this Contract;

- (g) the Supplier becoming an Affiliate of any of the Language Services Suppliers;
- (h) the representation and warranty given by the Supplier pursuant to Clause 41.1.7 being materially untrue or misleading;
- (i) the Supplier committing a Default under any of the following:
 - (i) Clause 23;
 - (ii) Clause 27;
 - (iii) Clause 33;
 - (iv) Clause 34;
 - (v) Clause 35;
 - (vi) Clause 36;
 - (vii) Clause 37;
 - (viii) Clause 39; and/or
 - (ix) Schedule 5;
- (j) an Insolvency Event occurring in respect of the Supplier;
- (k) a change of Control of the Supplier unless:
 - (i) the Authority has given its Approval to the particular change of Control, which subsequently takes place as proposed; or
 - (ii) the Authority has not served its notice of objection within six (6) Months of the later of the date on which the change of Control took place or the date on which the Authority was given notice of the change of Control; or
- (l) the Authority has become aware that the Supplier should have been excluded under Regulation 57(1) or (2) of the PCR from the procurement procedure leading to the award of this Contract.

Supplier's Final Supplier Personnel List a list provided by the Supplier of all the Supplier's Personnel who will transfer under the Employment Regulations on the Relevant Transfer Date.

Supplier's Provisional Supplier Personnel List a list prepared and updated by the Supplier of all of the Supplier's Personnel who are engaged in or wholly or mainly 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.

Supplier's Risk Profile Proposals shall have the meaning set out in Paragraph 6.2.3 of Schedule 21.

Tender Process shall have the meaning set out in Paragraph 10.2 of Schedule 13.

Termination Payment	the payment determined in accordance with Schedule 12.
Third Party Beneficiary	shall have the meaning set out in Clause 65.4.
Third Party Claim	any claim which is made or threatened by any third party against the Authority or any other Commissioning Body, and for which it appears that the Authority or Commissioning Body is, or may become, a defendant.
Trainee Scheme	the trainee scheme developed by the Supplier for the Authority pursuant to this Contract.
Transferring Former Supplier Employees	in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply of the Relevant Transfer Date.
Transferring Supplier Employees	those employees of the Supplier and/or the Supplier's Sub-contractors to whom the Employment Regulations will apply on the Service Transfer Date.
Transferee	shall have the meaning set out in Clause 57.4.
Transition	shall have the meaning set out in Paragraph 1.1 of Schedule 4.
Transition Manager	shall be the person named as such in the Transition Plan, who shall fulfil the role set out in Paragraph 2.1.1 of Schedule 4 and as more particularly described in the Transition Plan.
Transition Milestones	the event or tasks relating to Transition, as set out in the Transition Plan.
Transition Milestone Date	the date set out against the relevant Transition Milestone by which the Transition Milestone must be achieved.
Transition Period	the period between the Commencement Date and the Services Commencement Date.
Transition Plan	the plan set out in the Annex 1 of Schedule 4, or as amended from time to time by agreement between the Parties in accordance with Schedule 4.
Transition Project Board	the body described in Paragraph 4.3 of Schedule 4.
Transition Services	the services and activities to be provided by the Supplier in accordance with the Transition Plan.
Transition Team	shall be the persons named as such in the Transition Plan, who shall fulfil the role set out in Paragraph 2.1.2 of Schedule 4 and as more particularly described in the Transition Plan.
Transition Working Group	the working group described at Paragraph 4.4 of Schedule 4.
Translations	the translations and interpretations prepared by and on behalf of the Language Services Suppliers whether in written, recorded or digital form and including both the content and the medium in which it is

recorded and all drafts of and, variations and modifications to, such works.

Undisputed Invoice shall have the meaning set out in Paragraph 5.1.2 of Schedule 7.

VAT value added tax in accordance with the provisions of the Value Added Tax Act 1994.

Waiver Period the period of time, from and including the Services Commencement Date, as set out in Annex 1 of Schedule 6.

Website the publicly accessible website (including any extensions, enhancements or additions thereof), as further detailed in Schedule 2, to be developed, hosted and maintained by the Supplier under this Contract including its source code and executable code.

Working Day a day (other than a Saturday or Sunday) on which banks are open for general business in the city of London.

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

1.2.1 words importing the singular meaning include where the context so admits the plural meaning and vice versa;

1.2.2 words importing the masculine include the feminine and the neuter and vice versa;

1.2.3 references in the Contract to any Clause, sub-Clause or Schedule without further designation shall be construed as a reference to the clause or sub-clause of, or schedule to, the Contract so numbered and reference to Paragraphs, Part and Annexes are, unless otherwise provided, references to the paragraphs, parts and annexes of the Schedule or the part of the Schedule in which the reference appears;

1.2.4 reference to a Clause is a reference to the whole of that Clause unless stated otherwise;

1.2.5 references to the Contract are references to the Contract as amended from time to time;

1.2.6 reference to any statute, enactment, order, regulation, code, official guidance or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation, code, official guidance or instrument as amended or replaced from time to time by any subsequent enactment, modification, order, regulation, code, official guidance or instrument (whether such amendment or replacement occurs before or after the date of the Contract);

1.2.7 references to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted;

1.2.8 the words "**include**", "**includes**", "**including**", "**exclude**", "**excluding**", "**in particular**", "**for example**" and other similar words shall not limit the generality of the preceding words and are to be construed as if they were immediately followed by the words "without limitation"; and

1.2.9 headings are included in the Contract for ease of reference only and shall not affect the interpretation or construction of the Contract.

1.3 In the event of, and only to the extent of, any conflict between the Clauses of the Contract, the Schedules and/or any document referred to, the conflict shall be resolved, unless the Parties have agreed in writing to the contrary, in accordance with the following order of precedence:

- 1.3.1 the Clauses;
- 1.3.2 the Service Specification;
- 1.3.3 the Schedules, save for the Service Specification and the Service Solution;
- 1.3.4 the Service Solution; and
- 1.3.5 any other document referred to in the Contract.

2. DUE DILIGENCE

2.1 The Supplier acknowledges that it has:

- 2.1.1 made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied to it by or on behalf of any Commissioning Body;
- 2.1.2 raised all relevant due diligence questions with the Authority before the Commencement Date;
- 2.1.3 satisfied itself that it has sufficient information to ensure that it can provide the Services; and
- 2.1.4 entered into the Contract in reliance on its own due diligence alone.

2.2 The Supplier acknowledges that each Commissioning Body has made no warranties or representations in respect of any of the information supplied by it or any other Commissioning Body or on its or the other Commissioning Bodies behalf.

2.3 Without prejudice to Clause 2.1, the Supplier shall:

- 2.3.1 use its reasonable endeavours to check and verify that the data, information, plans, drawings, documents, handbooks and codes of practice supplied by each Commissioning Body are accurate; and
- 2.3.2 notify the relevant Commissioning Body immediately if it discovers errors or discrepancies in the data, information, plans, drawings, documents, handbooks and codes of practice supplied by that Commissioning Body.

3. TRANSITION

3.1 The Parties shall comply with the provisions of Schedule 4 in relation to transition of the Services to the Supplier.

4. PROVISION OF SERVICES

4.1 During the Contract Period the Supplier shall provide the Services to each Commissioning Body provided that it shall not commence the provision of the Services to a Commissioning Body listed in Part B of Schedule 1 without the Approval of the Authority.

4.2 The Parties agree that, save in respect of instruction which is given by the Authority (which may give instruction in respect of any part of this Contract), the Supplier may take day to day instruction from a Commissioning Body in respect of the Services which that Commissioning Body has commissioned, provided that:

- 4.2.1 it shall immediately cease to follow the instructions of any or all Commissioning Bodies on notice from the Authority;

4.2.2 if a Commissioning Body or their respective Personnel provides instruction to the Supplier that, if actioned, would cause:

- (a) a conflict between the instructions given by the Authority or another Commissioning Body;
- (b) the Supplier to breach the terms of the Contract; and/or
- (c) would result in additional costs being incurred by the Supplier and/or Authority,

the Supplier shall not act on such instruction and shall immediately notify the Authority in writing who shall confirm, in its discretion, how the Supplier is to proceed; and

4.2.3 it shall not take any instruction from any Commissioning Bodies (other than the Authority) in relation to the following matters:

- (a) termination of this Contract or any part;
- (b) the consequences of Default;
- (c) the application of Service Credits; and
- (d) any variation to this Contract,

together with any other matters the Authority may notify the Supplier from time to time.

4.3 The Supplier agrees and acknowledges that it has not been given any rights of exclusivity or any volume guarantees whatsoever in relation to the volume of the Services provided under the Contract.

5. QUALITY ASSURANCE AND PERFORMANCE INDICATORS

5.1 In performing the Services, the Supplier shall, and shall procure its Personnel shall, meet or exceed the:

- 5.1.1 Key Performance Indicators;
- 5.1.2 Quality Standards;
- 5.1.3 Good Industry Practice;
- 5.1.4 Service Specification;
- 5.1.5 Service Solution; and
- 5.1.6 Law.

5.2 Where there is a conflict between the standards set out in Clause 5.1, such conflict shall be immediately directed by the Supplier to the Authority which shall, subject to Clause 1.3, direct how the conflict will be resolved.

5.3 The Supplier shall maintain accreditation with any relevant Quality Standards authorisation body, including such accreditation as set out in Schedule 2.

5.4 The Supplier shall co-operate, and shall procure that its Personnel shall co-operate, with all reasonable procedures and processes which may be undertaken by the Authority and any Other Supplier of the Authority in respect of ensuring the quality and the standard of the Services provided by and on behalf of the Supplier,

- 5.5 In co-operating with the procedures and process which may be undertaken in accordance with Clause 5.4, the Supplier shall
- 5.5.1 promptly, and in any event within two (2) Working Days, provide such information and reports which may be reasonably required by the Authority and/or such Other Suppliers: and
 - 5.5.2 provide the Authority and/or such Other Supplier reasonable access to:
 - (a) any Supplier Premises (or such premises which may be used by Sub-contractors to perform in the provision of the Services);
 - (b) the Supplier Assets;
 - (c) any other equipment which may be used in the provision of the Services including that belonging to its Sub-contractors; and
 - (d) the Supplier's Personnel.
- 5.6 Notwithstanding Clause 5.4, the Supplier shall monitor and ensure that its Personnel are performing the Services on behalf of the Supplier to the standard set out in the Contract and shall notify the Authority immediately if it suspects or becomes aware the performance or the qualifications of itself and/or its Personnel fall below the standards set out in the Contract.
- 6. PERFORMANCE FAILURES**
- 6.1 Without prejudice to any other rights and remedies the Authority may have, if during the Contract Period:
- 6.1.1 a Service Failure occurs, Service Credits shall be deducted from the Monthly Payment in accordance with Schedule 7;
 - 6.1.2 a Notifiable Default occurs, the Supplier shall comply with the Rectification Plan Process (in addition to the Service Credits accruing in accordance with Schedule 7); and/or
 - 6.1.3 a Supplier Termination Event occurs, the Authority may exercise its rights to terminate the Contract in whole or in part pursuant to Clause 50.1.
- 6.2 Subject to Clause 6.3, not more than once in each calendar year of the Contract Period the Authority may, on giving the Supplier at least three (3) Months' notice:
- 6.2.1 change the weighting that applies in respect of one or more specific Key Performance Indicators; and/or
 - 6.2.2 change the classification of one or more specific Key Performance Indicators
- 6.3 Within ten (10) Working Days of the date that notice is served by the Authority under Clause 6.2, the Parties shall meet to discuss the consequences of the proposed changes to the Key Performance Indicators, at which meeting the Supplier shall be entitled to make representations to the Authority regarding the consequences of the proposed changes to the Key Performance Indicators. Where the Parties (each acting reasonably) agree that the proposed changes to the Key Performance Indicators will have a material adverse impact on the risk profile of the Supplier under the Contract, the proposed change shall be agreed by the Parties via the Change Control Procedure. For all other changes to the Key Performance Indicators, the Parties agree that such change shall be incorporated into this Contract without the need to refer the matter to the Change Control Procedure and at no cost to the Authority or any other Commissioning Body.
- 6.4 In the event of the Authority's breach of the terms of this Contract (including payment of any Service Payment properly due), the Supplier shall not suspend the Services (or any part thereof)

or terminate any part of this Contract but shall refer the matter to the Dispute Resolution Procedure.

7. SUPPLIER OBLIGATIONS

7.1 The Supplier shall:

- 7.1.1 at all times allocate sufficient resources to supply the Services in accordance with the Contract;
- 7.1.2 provide and fulfil any ancillary or incidental service, function or responsibility not specified in the Service Specification where such service, function or responsibility is necessary for the proper performance of the relevant Services;
- 7.1.3 obtain, and maintain throughout the duration of the Contract, all the consents, approvals, licences and permissions (statutory, regulatory, contractual or otherwise) it may require and which are necessary for the provision of the Services or performance of any other obligation under this Contract;
- 7.1.4 ensure the Supplier Assets used in the performance of the Services will be free of all encumbrances (except as agreed in writing with the Authority);
- 7.1.5 ensure that in the performance of its obligations under the Contract it does not disrupt the operations of each Commissioning Body and their respective Personnel;
- 7.1.6 ensure that any documentation, information and training provided to each Commissioning Body under this Contract (including in relation to the use of the Website) is comprehensive, accurate and prepared in accordance with Good Industry Practice;
- 7.1.7 co-operate with the Other Supplier(s) and provide reasonable information (including any documentation), advice and assistance in connection with the Services to the Other Supplier(s) including to enable such Other Supplier(s) to provide services to the respective Commissioning Bodies and, on the expiry or termination of this Contract for any reason, to enable the timely transition of the Services (or any of them) to the respective Commissioning Bodies and/or to any Replacement Supplier;
- 7.1.8 to the extent it is legally able to do so, hold on trust for the sole benefit of the Authority, all warranties and indemnities provided by third parties or any Sub-contractor in respect of any Deliverables and/or the Services and, where any such warranties are held on trust, at its cost enforce such warranties in accordance with any reasonable directions that the Authority may notify from time to time to the Supplier;
- 7.1.9 unless it is unable to do so, assign to the Authority on the Authority's written request and at the cost of the Supplier any such warranties and/or indemnities as are referred to in Clause 7.1.8;
- 7.1.10 provide each Commissioning Body with such advice and assistance as that Commissioning Body may reasonably require during the Contract Period in respect of the supply of the Services;
- 7.1.11 gather, collate and provide such information and co-operation as the Authority may reasonably request for the purposes of ascertaining the Supplier's compliance with its obligations under the Contract;
- 7.1.12 notify the Authority of any circumstances suggesting that a change of Control of the Supplier is planned, in contemplation or has taken place;

- 7.1.13 notify the Authority in writing of any material detrimental change in the financial standing and/or any change in the credit rating of the Supplier;
- 7.1.14 subject to Clause 33.6, notify the Authority in writing within ten (10) Working Days of their occurrence, of any actions, suits or proceedings or regulatory investigations before any court or administrative body or arbitration tribunal pending or, to its knowledge, threatened against it that might affect its ability to perform its obligations under the Contract; and
- 7.1.15 ensure that neither it, nor any of its Affiliates or Personnel, bring any Commissioning Body into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in that Commissioning Body, regardless of whether or not such act or omission is related to the Supplier's obligations under this Contract.

8. SUPPLIER ASSETS

- 8.1 The Supplier shall be solely responsible for the cost of carriage of the Supplier Assets to the Commissioning Body Premises. Likewise on termination or expiry of this Contract, the Supplier shall be responsible for the removal and safe disposal of all of the Supplier Assets from the Commissioning Body Premises, including the cost of packing, carriage and making good any damage caused to the Commissioning Body Premises.
- 8.2 The Supplier Assets shall remain at the sole risk and responsibility of the Supplier whilst at the Commissioning Body Premises.
- 8.3 Subject to any express provision of the BCDR Plan to the contrary, the loss or destruction for any reason of the Supplier Assets shall not relieve the Supplier of its obligation to supply the Services in accordance with this Contract.

9. SERVICE IMPROVEMENTS

- 9.1 The Supplier shall continuously consider and identify opportunities to improve the Services including by:
 - 9.1.1 identifying cost savings which can be generated through investment or changes to the Services, how the Supplier shall reinvest those savings in the provision of the Services and improvements in the provision of the Services;
 - 9.1.2 considering the emergence of new and evolving relevant technologies which could improve the Services, and those technological advances potentially available to the Supplier and the Authority which the Parties may wish to adopt;
 - 9.1.3 considering new or potential improvements to the Services including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Services;
 - 9.1.4 considering new or potential improvements to the interfaces or integration of the Services with other services provided by third parties which might result in efficiency or productivity gains or in reduction of operational risk; and
 - 9.1.5 changes in business processes and ways of working that would enable the Services to be delivered at lower cost and/or with greater benefits to the Authority.
- 9.2 Where the Supplier identifies an opportunity to improve the Services pursuant to Clause 9.1, or the Authority identifies an opportunity to improve the Services (which it may do so in its discretion) the relevant Party shall provide a written summary to the other providing (in the case of improvements identified by the Supplier) sufficient information for the Authority to decide whether any improvement should be implemented (and such further information which the Authority may request) and, if the Authority confirms, in principle, that it wishes to proceed to

implement the opportunity it shall be processed in accordance with the Change Control Procedure.

9.3 Any improvement of the kind referred to in Clause 9.1 which is incorporated in or used in relation to the Services during the Contract Period shall:

9.3.1 if, and to the extent that, it comprises an improvement to Intellectual Property Rights belonging to a Commissioning Body, the Intellectual Property Rights in such improvement shall vest absolutely in that Commissioning Body and shall be licensed to the Supplier as a Commissioning Body Material as set out in Clause 31;

9.3.2 if, and to the extent that, it comprises an improvement to Intellectual Property Rights belonging to the Supplier, the Intellectual Property Rights in such improvement shall vest absolutely in the Supplier and shall be licensed to the Commissioning Bodies as a Supplier Asset as set out in Clause 30; or

9.3.3 if, and to the extent that, it comprises an improvement to neither the Intellectual Property Rights of a Commissioning Body or Supplier, the Intellectual Property Rights in such an improvement shall vest absolutely in the Party which proposed the improvement and shall be licensed to the other (together with the Commissioning Bodies) in accordance with Clause 30 or Clause 31 (as appropriate).

9.4 The Parties hereby assign (including by way of present assignment of future rights), and the Authority shall use its reasonable endeavours to procure the relevant Commissioning Body assigns, to each other the Intellectual Property Rights in improvements in accordance with Clause 9.3 and agree to execute such documents and do such acts as may be reasonably required in order to vest the Intellectual Property Rights in accordance with Clause 9.3 and give effect to that Clause.

9.5 Without prejudice to Clauses 9.1 and 9.2, the Supplier shall produce a report (**Continuous Improvement Report**) to the Strategic Board once every twelve (12) Months on or before each anniversary of the Services Commencement Date which shall identify all activities undertaken by the Supplier to improve the effectiveness of the Services in the previous twelve (12) Months and all further opportunities for improvement of this Contract in the following twelve (12) Months through prospective changes in the Services and/or behaviour or usage changes by either Party which shall include as a minimum:

9.5.1 a summary of all proposals made pursuant to Clause 9.2 and progress made against such proposals;

9.5.2 a trend analysis of performance against performance standards including the requirements of Schedule 6 in the previous twelve (12) Months to the date of the Continuous Improvement Report to identify areas of performance that can be improved, steps taken by the Supplier to address performance issues and, where the performance trend analysis identifies a deteriorating trend in performance, repeat failures, or significant failures that impact any Commissioning Body, an action plan to identify how these failures are to be rectified; and

9.5.3 trends and an action plan to address any areas of Authority dissatisfaction.

10. CONFLICTS OF INTEREST

10.1 The Supplier shall take appropriate steps to ensure that neither the Supplier nor any of the Supplier's Personnel are placed in a position where, in the reasonable opinion of the Authority:

10.1.1 there is or may be an actual conflict or potential conflict, between the pecuniary or personal interests of the Supplier and/or its Personnel and the duties owed to the Commissioning Bodies under the provisions of the Contract; or

- 10.1.2 the behaviour of the Supplier and/or the Supplier's Personnel is not in the best interest of and/or might adversely affect the reputation of any Commissioning Body.
- 10.2 The Supplier shall as soon as reasonably practicable disclose to the Authority full particulars of any behaviour which might give rise to the acts complained of in Clauses 10.1.1 or 10.1.2.
- 10.3 Within three (3) Working Days of the date of disclosure pursuant to Clause 10.2 the Supplier shall consult with the Authority to discuss a way to remedy any conflict or behaviour that, in the Authority's reasonable opinion, falls within Clauses 10.1.1 or 10.1.2.
- 10.4 If, within five (5) Working Days of the consultation under Clause 10.3, the Supplier fails, in the Authority's reasonable opinion, to remedy the breach then the Authority reserves the right to terminate the Contract by serving on the Supplier notice in writing with effect from the date specified in that notice and/or to take such other steps it deems necessary.
- 10.5 The actions of the Authority pursuant to this Clause shall not prejudice or affect any right of action or remedy which has accrued or will accrue to the Authority.

11. SERVICE PAYMENT

- 11.1 In consideration of the proper performance by the Supplier of the Supplier's obligations under this Contract the Service Payment shall be paid to the Supplier in accordance with Schedule 7.
- 11.2 The Service Payment shall be fixed from the Commencement Date to the second anniversary of the Services Commencement Date. Thereafter, any adjustment to the Service Payment (including during any extension period) shall be calculated in accordance with Paragraph 3 of Schedule 7.
- 11.3 If at the end of the Contract howsoever determined the total Service Payments paid to the Supplier have exceeded the cost of provision of the Service (the **Excess**) and the Supplier is not entitled under section 93(3) of the Local Government Act 2003 to be paid the Excess then the Supplier shall return the Excess to the Authority provided that the determination as to whether there is an Excess and the amount thereof shall be at the sole discretion of the Supplier.
- 11.4 Except where otherwise provided, the Parties shall each bear their own costs and expenses incurred in respect of compliance with their obligations under this Contract.

12. RECOVERY OF SUMS DUE

- 12.1 Whenever under this Contract any sum of money is recoverable from or payable by the Supplier to a Commissioning Body (including any sum which the Supplier is liable to pay to the Authority in respect of any Default), the respective Commissioning Body may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Supplier from the Commissioning Body under this Contract or under any other agreement or contract with the Commissioning Body or the Crown.
- 12.2 The Supplier shall make any payments due to any Commissioning Body without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Supplier has a valid court order requiring an amount equal to such deduction to be paid by the Commissioning Body to the Supplier.

13. EURO

- 13.1 Any legislative requirement to account for the Services in Euro € (or to prepare for such accounting), instead of and/or in addition to Pounds Sterling £, shall be implemented by the Supplier at nil charge to the Authority or any other Commissioning Body.
- 13.2 The Authority shall provide all reasonable assistance to facilitate compliance with Clause 13.1 by the Supplier.

14. GOVERNANCE

- 14.1 The Parties agree to manage the Contract through the governance structure detailed in Schedule 8.

15. CHANGE CONTROL

- 15.1 Unless otherwise expressly set out in the Contract, all proposed Contract Changes shall be processed by the Parties in accordance with Schedule 10.

16. RECORDS AND REPORTING

- 16.1 The Supplier shall comply with the provisions of Schedule 9 in relation to:

16.1.1 the production and supply of Management Information and other reports; and

16.1.2 the maintenance and retention of records.

- 16.2 The Supplier agrees that, notwithstanding any other term in the Contract, the Authority may provide:

16.2.1 the remaining Commissioning Bodies;

16.2.2 Cabinet Office;

16.2.3 the National Audit Office; and

16.2.4 Parliament and Parliamentary Committees,

with the Management Information, reports and records made available to the Authority under this Contract.

- 16.3 Upon receipt of the information provided by the Supplier to the Authority pursuant to Clause 16.1 or receipt of information provided by the Authority to the bodies named in Clause 16.2, the Supplier consents (without prejudice to its other rights and obligations under this Contract (including Clause 36 and at Law) that the Authority and those named in Clause 16.2 may:

16.3.1 store and analyse the information, reports and records and produce statistics; and

16.3.2 share the information, reports and records and/or any statistics produced using them with any of those bodies named in Clause 16.2 to the extent each has not already received such information.

17. AUDIT

- 17.1 Without prejudice to Clause 37.5, the Supplier shall promptly, and in any event within two (2) Working Days of request (unless otherwise agreed by the Authority in writing), provide and shall procure its Sub-contractors promptly provide within the same timescale, each of the Authority, the National Audit Office, the Audit Commission and their respective representatives (**Auditors**) access to the records which it is required to maintain under this Contract as may be required by the Authority and/or Auditors from time to time, in order that the Authority and/or Auditors may carry out an audit including for the following purposes:

17.1.1 to verify the accuracy of Service Payments (and proposed or actual variations to them in accordance with the Contract) and any other payment made under this Contract;

17.1.2 to identify or investigate actual or suspected Fraud, impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances

- the Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations;
- 17.1.3 to obtain such information as is necessary to fulfil the Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and the Auditor General;
 - 17.1.4 to review the integrity, confidentiality and security of Personal Data of which a Commissioning Body is Data Controller;
 - 17.1.5 to review the Supplier's compliance with the Data Protection Legislation in accordance with the Contract and any other Laws;
 - 17.1.6 to review the Supplier's compliance with its security obligations under the Contract;
 - 17.1.7 to review any books of accounts and the internal contract management accounts kept by the Supplier in connection with the provision of the Services;
 - 17.1.8 to carry out the Authority's internal and statutory audits and to prepare, examine and/or certify the Authority's annual and interim reports and accounts;
 - 17.1.9 to enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources;
 - 17.1.10 to verify the accuracy or completeness of any Management Information required to be provided by the Supplier under the Contract;
 - 17.1.11 to review any records relating to the Supplier's performance of the Services; and
 - 17.1.12 to ensure that the Supplier is complying with its obligations under the Contract.
- 17.2 The Authority agrees that it shall not appoint as its Auditor an Other Supplier if that Other Supplier provides the same or similar services to the Services in the ordinary course of its business.
- 17.3 Nothing in the Contract shall prevent or restrict the rights of the Comptroller and Auditor General and/or its representatives from carrying out an audit, examination or investigation of the Supplier and/or any Sub-contractors for the purposes of and pursuant to applicable Law.
- 17.4 The Authority shall give the Supplier reasonable written notice of its requirement to conduct an audit which shall be conducted during normal working hours.
- 17.5 The Supplier shall, and shall procure its Sub-contractors shall, on demand provide the Authority and any Auditors with all reasonable co-operation and assistance in relation to each audit, including by providing:
- 17.5.1 all information within the scope of the audit requested by the Authority and/or Auditors;
 - 17.5.2 reasonable access to:
 - (a) any Supplier Premises (and in the event the records and accounts are held by a Sub-contractor or some other third party the Supplier shall procure reasonable access to such party's premises);
 - (b) the Supplier Assets;
 - (c) any other equipment which may be used in the provision of the Services including that belonging to its Sub-contractors; and

(d) the Supplier's Personnel.

17.6 If an audit reveals:

17.6.1 a material Default; or

17.6.2 Fraud or suspected Fraud,

the Supplier shall reimburse the Authority and its Auditors' reasonable costs incurred in relation to the audit and the Authority be entitled to exercise its rights to terminate the Contract pursuant to Clause 50.

17.7 If an audit reveals:

17.7.1 a Commissioning Body has overpaid any charges, the Supplier shall pay:

(a) to the relevant Commissioning Body on demand:

(i) the amount overpaid;

(ii) interest on the amount overpaid, accruing on a daily basis at a rate of 3% per annum above the Bank of England's base rate from the date of overpayment by the Commissioning Body up to the date of repayment by the Supplier, whether before or after judgement; and

(b) to the Authority on demand (in addition to any sums which may be due to it under Clause 17.7.1), the reasonable costs incurred by the Authority and any Auditor undertaking the audit; or

17.7.2 a Commissioning Body has underpaid any charges, the Supplier shall not be entitled to increase the Service Payment paid or payable by the relevant Commissioning Body but, where the relevant Commissioning Body is the Authority, the Authority shall or, where the relevant Commissioning Body is not the Authority, the Authority shall use its reasonable endeavours to ensure that the relevant Commissioning Body shall pay to the Supplier the difference between the actual Service Payment paid and the Service Payment which should have been due within such timescale and/or instalments as agreed between those parties in writing.

18. SUPPLIER PERSONNEL

18.1 The Supplier shall:

18.1.1 employ or, subject to Clause 21, engage at all times a sufficient number of Personnel to fulfil its obligations under this Contract;

18.1.2 ensure that its Personnel are appropriately qualified, trained and experienced to provide the Services with all reasonable skill, care and diligence;

18.1.3 promptly inform and keep the Authority informed in writing of any industrial relations, problems or other matters relating to its Personnel which may affect the performance of the Contract;

18.1.4 not employ or engage any person where the Supplier knows, or by reason of the circumstances might reasonably be expected to know, that the person concerned is involved in any unlawful procurement of social security benefits or tax exemptions in connection with his employment by or engagement with the Supplier;

18.1.5 not make, facilitate or participate in the procurement of any unlawful payments to any of its Personnel, whether in the nature of social security fraud, evasion of tax or otherwise;

- 18.1.6 at all times comply with all Law relating to income tax, national insurance contributions and any other related taxes;
 - 18.1.7 ensure that those Personnel as set out in the Service Specification, or as otherwise requested by from time to time by a Commissioning Body have undertaken a Disclosure and Barring Service check and such other security clearance requirements as set out in this Contract; and
 - 18.1.8 without limitation to Clause 18.2, where the Authority serves notice in writing, giving its reasons, remove from the provision of the Services any Personnel in the accordance with the period of time so directed by the Authority.
- 18.2 If a member of the Supplier's Personnel discloses that he/she has a Relevant Conviction, or is found to have a Relevant Conviction, the Supplier shall promptly notify each Commissioning Body. Each Commissioning Body reserves the right, at any time following receipt of a notification given under this Clause 18.2, to request the Supplier removes the relevant member of the Supplier's Personnel from the provision of the Services that such Commissioning Body receives under this Contract and the Supplier shall do so immediately.
- 18.3 The Supplier shall at all times remain responsible for its Personnel (including those of its Sub-contractors) and the acts and omissions of its Personnel (including those of its Sub-contractors). An obligation on the Supplier to do, or refrain from doing, any act or thing shall include an obligation upon the Supplier to procure that its Personnel (and those of its Sub-contractors) also do, or refrain from doing, such act or thing.

19. KEY PERSONNEL

- 19.1 The Supplier shall ensure that the Key Personnel fulfil the Key Roles at all times during the Contract Period. Schedule 17 lists the Key Roles and names of the persons whom the Supplier shall appoint to fill those Key Roles at the Commencement Date.
- 19.2 The Authority may identify any further roles as being Key Roles and, following agreement by the Supplier (such agreement not to be unreasonably withheld or delayed), the relevant persons selected to fill those Key Roles shall be included in the list of Key Personnel.
- 19.3 The identity of each member of Key Personnel shall be subject to the Approval of the Authority, such Approval not to be unreasonably withheld or delayed.
- 19.4 The Supplier shall not remove or replace any Key Personnel (including when carrying out its obligations under any Exit Plan) unless:
- 19.4.1 requested to do so by the Authority;
 - 19.4.2 the person concerned resigns, retires, dies or is on maternity or paternity leave or long-term sick leave;
 - 19.4.3 the person's employment or contractual arrangement with the Supplier or Sub-contractor is terminated for material breach of contract by the employee; or
 - 19.4.4 the Supplier obtains the Authority's Approval (such Approval not to be unreasonably withheld or delayed).
- 19.5 The Supplier shall:
- 19.5.1 notify the Authority promptly of the absence of any Key Personnel (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;
 - 19.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;

- 19.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Personnel and, except in the cases of death, unexpected ill health or a material breach of the Key Personnel's employment contract, this will mean at least one (1) months' notice;
- 19.5.4 ensure that all arrangements for planned changes in Key Personnel provide adequate periods during which incoming and outgoing personnel work together to transfer responsibilities and ensure that such change does not have an adverse impact on the performance of the Services; and
- 19.5.5 ensure that any replacement for a Key Role:
 - (a) has a level of qualifications and experience appropriate to the relevant Key Role; and
 - (b) is fully competent to carry out the tasks assigned to the Key Personnel whom he or she has replaced.

20. EMPLOYMENT LIABILITY

- 20.1 The Supplier shall both during and after the Contract Period on demand indemnify and keep indemnified and hold harmless each Commissioning Body from and against all Losses which each Commissioning Body may suffer or incur as a result of:
 - 20.1.1 all Employee Liabilities that may arise as a result of any claims brought against a Commissioning Body by any person where such claim arises from any act or omission of the Supplier or any of its Personnel; and/or
 - 20.1.2 any income tax, national insurance and social security contributions and any other liability deduction, contribution, assessment or claim arising from or made in connection with the employment or engagement by the Supplier of its Personnel in the provision of the Services.

21. SUB-CONTRACTING

- 21.1 Subject to this Clause 21, the Supplier shall not Sub-contract its rights or obligations under the Contract without the Approval of the Authority (such Approval not to be unreasonably withheld or delayed). For these purposes, the Authority may withhold its Approval to the appointment of a Sub-contractor for reasons including if the Authority reasonably considers that:
 - 21.1.1 the appointment of the proposed Sub-contractor may prejudice the provision of the Services or may be contrary to the interests of a Commissioning Body;
 - 21.1.2 the proposed Sub-contractor is unreliable and/or has not provided reasonable services to its other customers; and/or
 - 21.1.3 the proposed Sub-contractor should be excluded in accordance with Clause 21.2.
- 21.2 Where the Authority considers whether there are grounds for the exclusion of a Sub-contractor under Regulation 57 of the PCR, then:
 - 21.2.1 if the Authority finds there are compulsory grounds for exclusion, the Supplier shall replace or shall not appoint the Sub-contractor; and
 - 21.2.2 if the Authority finds there are non-compulsory grounds for exclusion, the Authority may require the Supplier to replace or not appoint the Sub-contractor and the Supplier shall comply with such a requirement.
- 21.3 The Authority consents to the appointment of the Sub-contractors listed in Schedule 19.

- 21.4 The Supplier shall ensure that each Sub-contract in relation to the provision of the Services shall:
- 21.4.1 reflect the Market Stewardship Principles set out in Schedule 20;
 - 21.4.2 contain a provision to the effect that the Sub-contractor complies with its legal obligations in the fields of environmental, social and labour law;
 - 21.4.3 contain obligations no less onerous on the Sub-contractor than those imposed on the Supplier under this Contract, including those in respect of Clause 10, Clause 17, Clause 26, Clause 34, Clause 35, Clause 36, Clause 37, Clause 38, Clause 39, Clause 44; and
 - 21.4.4 contain a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Sub-contract to the Authority, any other Commissioning Body or any Replacement Supplier without restriction (including any need to consent or approval) or payment by the Authority, any other Commissioning Body or any Replacement Supplier.
- 21.5 If requested by the Authority, within ten (10) Working Days of written notice, the Supplier shall provide to the Authority:
- 21.5.1 a copy of the Sub-contract entered into with its Sub-contractor (which may be shared with any other Commissioning Body and/or the Auditors); and
 - 21.5.2 any other information reasonably requested by the Authority in relation to the Sub-contract or the Sub-contractor.
- 21.6 The Authority may require the Supplier to terminate a Sub-contract where the relevant Sub-contractor fails to comply in the performance of its Sub-contract with legal obligations in the fields of environmental, social and/or labour law.

22. SUPPLY CHAIN PROTECTION

- 22.1 Where the Supplier or a Sub-contractor enters into a Sub-contract, it shall include within such Sub-contract provisions:
- 22.1.1 requiring the Supplier or the Sub-contractor receiving goods or services under the Sub-contract to consider and verify invoices under that contract in a timely fashion;
 - 22.1.2 that if the Supplier or the Sub-contractor fails to consider and verify an invoice in accordance with Clause 22.1.1, the invoice shall be regarded as valid and undisputed for the purposes of Clause 22.1.3 after a reasonable time has passed;
 - 22.1.3 requiring the Supplier or Sub-contractor (as the case may be) to pay any undisputed sums which are due from it to their Sub-contractor within a specified period not exceeding thirty (30) days of verifying that invoice is valid and undisputed;
 - 22.1.4 giving the Authority the right to publish both the Supplier's and the Sub-contractor's compliance with its obligation to pay undisputed invoices within the specified payment period; and
 - 22.1.5 requiring the Sub-contractor to include a clause to the same effect as this Clause 22.1 in any contracts it enters into wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract.

23. STAFF TRANSFER

- 23.1 The Parties agree that:

23.1.1 where the commencement of the provision of the Services or a part of the Services does not result in a Relevant Transfer of employees of the Authority, Part B of Schedule 18 shall apply; and

23.1.2 on expiry or termination of the Services, Part C of Schedule 18 shall apply.

24. OFFERS OF EMPLOYMENT

24.1 For the duration of the Contract and for a period of twelve (12) Months thereafter neither Party shall employ or offer employment to any of the other Party's employees who have been associated with the procurement and/or the contract management of the Services without that Party's Approval unless the employment pertained to an advertised position where appointment was made following fair and open competition.

25. BRIBERY AND COMPLIANCE

25.1 The Supplier shall not, and shall procure its Personnel shall not, during the Contract Period:

25.1.1 commit a Prohibited Act; or

25.1.2 do or suffer anything to be done which would cause a Commissioning Body or any of their respective Personnel to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.

25.2 The Supplier warrants and undertakes to the Authority that neither it, nor to the best of its knowledge any of its Personnel, have at any time prior to the Commencement Date:

25.2.1 committed a Prohibited Act or been formally notified that is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or

25.2.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.

25.3 The Supplier shall:

25.3.1 in relation to this Clause 25, act in accordance the Relevant Requirements;

25.3.2 immediately notify the Authority if it suspects or becomes aware of any breach of this Clause 25; and

25.3.3 respond promptly, and in any event within two (2) Working Days, to any of the Authority's enquiries regarding any breach, potential breach or suspect breach of this Clause 25 and the Supplier shall co-operate with any investigation and allow the Authority, or such third party it elects, to audit the Supplier's books, records and any other relevant documentation in connection with the breach.

25.4 If the Supplier, the Supplier's Personnel or any person acting on the Supplier's behalf, in all cases whether or not acting with the Supplier's knowledge, is in Default under this Clause 25 and/or 41.1.4 then without prejudice to the Authority's other rights or remedies:

25.4.1 the Authority shall be entitled to terminate the Contract by serving on the Supplier notice in writing with effect from the date specified in that notice; and

25.4.2 the Supplier shall on demand indemnify and keep indemnified and hold harmless each Commissioning Body from and against all Losses which each Commissioning Body may suffer or incur as a result of or in connection with such Default.

Promoting Tax Compliance

- 25.5 If, at any point during the Contract an Occasion of Tax Non-Compliance occurs the Supplier shall:
- 25.5.1 notify the Authority in writing of such fact within five (5) Working Days of its occurrence; and
 - 25.5.2 promptly, and in any event within two (2) Working Days of the notification being submitted in accordance with Clause 25.5.1 provide to the Authority:
 - (a) details of the steps which the Supplier is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and
 - (b) such other information in relation to the Occasion of Tax Non-Compliance as the Authority may reasonably require.

26. SAFEGUARD AGAINST FRAUD

- 26.1 The Supplier shall take all reasonable steps, in accordance with Good Industry Practice, to prevent any Fraud by the Supplier and/or its Personnel.
- 26.2 The Supplier shall immediately notify the Authority in writing if it has reason to suspect that any Fraud has occurred, is occurring or is likely to occur, save where complying with this provision would cause the Supplier and/or its Personnel to commit an offence under the Proceeds of Crime Act 2002 or the Terrorism Act 2000.
- 26.3 If the Supplier and/or the Supplier's Personnel commit Fraud, then without prejudice to the Authority's other rights or remedies:
- 26.3.1 the Authority shall be entitled to terminate the Contract by serving on the Supplier notice in writing with effect from the date specified in that notice; and
 - 26.3.2 the Supplier shall on demand indemnify and keep indemnified and hold harmless each Commissioning Body from and against all Losses which each Commissioning Body may suffer or incur as a result of or in connection with any breach of Clause 26.

27. DISCRIMINATION

- 27.1 In providing the Services the Supplier shall comply with the Equality Act 2010 and all applicable amendments, regulations and codes of practice or any future or other legislation which concerns discrimination in employment and service delivery (the **Equalities Provisions**).
- 27.2 The Supplier shall take all reasonable steps to procure the observance of the Equalities Provisions by its Personnel engaged in the provision of the Services.
- 27.3 The Supplier shall provide such information as the Authority may reasonably require for the purpose of assessing the Supplier's compliance with Clause 27.1 and Clause 27.2.
- 27.4 The Supplier shall notify the Authority immediately in writing upon becoming aware of any investigation or legal proceedings brought against the Supplier and/or its Personnel under the Equalities Provisions.
- 27.5 In the event of any finding of unlawful discrimination being made against the Supplier and/or its Personnel under the Equalities Provisions, whether such event happened before the Commencement Date or during the Contract Period, the Supplier shall immediately inform the Authority of this finding and shall (but, in the event of an appeal, only after the final and unsuccessful outcome of the appellate process) take appropriate steps to the reasonable satisfaction of the Authority to prevent repetition of the unlawful discrimination.

- 27.6 In the event of repeated findings of unlawful discrimination against the Supplier during the Contract Period (whether arising from the same or different acts or omissions, and regardless of any steps it has taken in accordance with Clause 27.5 above) the Authority shall without prejudice to its other rights and remedies be entitled to terminate the Contract by serving notice in writing on the Supplier with effect from the date specified in that notice.
- 27.7 If requested to do so by the Authority, the Supplier shall, and shall procure its Personnel shall, at its own expense, fully co-operate with any Commissioning Body in connection with any investigation, legal proceedings, ombudsman inquiries or arbitration in which that Commissioning Body may become involved arising from any breach of the that Commissioning Body's duties under the Equalities Provisions due to the alleged acts or omissions of the Supplier and/or its Personnel.

28. CHANGE IN LAW

- 28.1 The Supplier shall neither be relieved of its obligations to supply the Services in accordance with the Contract nor be entitled to an increase in the payments due under this Contract as a result of a change in Law.
- 28.2 Subject to Clause 28.1, the Parties shall implement any change to a Party's obligations under the Contract made necessary by a change in Law in accordance with the Change Control Procedure.
- 28.3 Each Party will promptly notify the other in writing upon becoming aware of any change in Law.

29. INTELLECTUAL PROPERTY

- 29.1 Except as expressly set out in the Contract:
- 29.1.1 no Commissioning Body shall acquire any right, title or interest in or to the Intellectual Property Rights of the Supplier or its licensors, including:
 - (a) Supplier Assets; and
 - (b) Supplier Background IPR.
 - 29.1.2 the Supplier shall not acquire any right, title or interest in or to the Intellectual Property Rights of each Commissioning Body or its licensors, including:
 - (a) Commissioning Body Materials; and
 - (b) Commissioning Body Background IPR.

30. LICENCES GRANTED BY SUPPLIER

- 30.1 The Supplier hereby grants to each Commissioning Body, or shall procure the direct grant to each Commissioning Body of, a royalty free, irrevocable and non-exclusive licence to use the:

30.1.1 Supplier Assets; and

30.1.2 Supplier Background IPR,

for any purpose relating to the Services or the Replacement Services.

- 30.2 The licence granted in Clause 30.1 includes the right for each Commissioning Body to grant sub-licences to other bodies of the Crown, to the Replacement Supplier(s) and to any Other Supplier, provided in each case that the sub-licence is on terms no broader than the licence granted to the Commissioning Bodies.
- 30.3 The licence granted in Clause 30.1 shall remain in force for the Contract Period and for one (1) year following the expiry or termination of the Contract provided that, if any Supplier Background

IPR is embedded in or an integral part of any of the Deliverables, the licence granted shall be a royalty free, irrevocable, non-exclusive, perpetual licence for each Commissioning Body and their respective sub-licensees to enjoy the full benefit of the relevant Deliverables. Any Supplier Background IPR comprised or contained in the Register shall for the purposes of this Clause 30.3 be regarded as embedded in or an integral part of the Register and so subject to the licence referred to in this Clause, but without prejudice to Clause 29.1.1.

31. LICENCES GRANTED BY THE AUTHORITY

31.1 The Authority hereby grants to the Supplier and, where necessary shall use its reasonable endeavours to procure the Commissioning Bodies grant to the Supplier, a royalty-free, non-exclusive, non-transferable licence during the Contract Period to use the:

31.1.1 Deliverables;

31.1.2 Commissioning Body Materials; and

31.1.3 Commissioning Body Background IPR,

solely to the extent necessary for performing the Services in accordance with this Contract.

31.2 The licence granted in Clause 31.1 includes the right for the Supplier to grant sub-licences to its Sub-contractors provided that:

31.2.1 any relevant Sub-contractor has entered into a confidentiality undertaking with the Supplier on the same terms as set out in Clause 36; and

31.2.2 the sub-licence is granted solely to the extent necessary for performing the Services in accordance with the Contract.

31.3 The licence referred to in Clause 31.1 and any sub-licence granted pursuant to Clause 31.2 shall terminate automatically at the end of the Contract Period and the Supplier shall promptly thereupon deliver to the relevant Commissioning Body (or, if the relevant Commissioning Body so elects in relation to some or all of the material destroy and certify that it has done so) in the format and media requested all materials and all copies thereof licensed by the Commissioning Body to the Supplier pursuant to Clause 31.1 in the Supplier's or any Sub-contractor's possession or control.

32. ASSIGNMENT OF THE DELIVERABLES

32.1 The Supplier hereby assigns to the Authority, with full title guarantee, title to and all rights and interests in the Deliverables or shall procure that the first owner of the Deliverables assigns them to the Authority on the same basis.

32.2 The assignment under Clause 32.1 shall take effect on the Commencement Date or as a present assignment of future rights that will take effect immediately on the coming into existence of the relevant Deliverables, as applicable.

32.3 The Supplier shall waive or procure a waiver of any moral rights in any copyright works assigned to the Authority under this Contract.

32.4 If requested to do so by the Authority, the Supplier shall without charge to the Authority execute all documents and do such further acts as the Authority may require to perfect the assignment under Clause 32.1 or shall procure that the first owner of the Deliverables does so on the same basis.

32.5 Where the Supplier acquires, by operation of law, title to the Deliverables that is inconsistent with the allocation of title set out in Clause 32.1, it shall assign such Deliverables as it has acquired to the Authority in accordance with this Clause 32.5 or, where relevant, shall procure that the first owner of the Deliverables does so on the same basis.

33. IPR INDEMNITY

- 33.1 The Supplier shall not infringe any Intellectual Property Rights of any third party in supplying the Services (including any Deliverables and/or other materials licensed or supplied to any Commissioning Body or Indemnified Persons (whether directly or indirectly)) and the Supplier shall on demand indemnify and keep indemnified and hold each Commissioning Body and each other Indemnified Person harmless from and against all Losses which each Commissioning Body and Indemnified Persons may suffer or incur as a result of or in connection with any breach of this Clause 33.1.
- 33.2 The Authority shall, and shall use its reasonable endeavours to procure the other Commissioning Bodies and Indemnified Persons shall, notify the Supplier in writing of any claim or demand brought against it for infringement or alleged infringement of any Intellectual Property Right in materials supplied or licensed by the Supplier.
- 33.3 Save where the Authority has given written notice in accordance with Clause 43.1 (in which case the provisions of Clause 43 shall apply instead of this Clause 33.3 and Clauses 33.4 and 33.5) the Supplier shall at its own expense conduct all negotiations and any litigation arising in connection with any claim for breach of Intellectual Property Rights in materials supplied or licensed by the Supplier, provided always that the Supplier shall:
- 33.3.1 consult the Authority and any other relevant Commissioning Body and Indemnified Persons on all substantive issues which arise during the conduct of such litigation and negotiations;
 - 33.3.2 take due and proper account of the interests of each Commissioning Body and Indemnified Persons; and
 - 33.3.3 not settle or compromise any claim without the Authority's Approval (not to be unreasonably withheld or delayed).
- 33.4 The Authority shall, and shall use its reasonable endeavours to procure the necessary other Commissioning Bodies and Indemnified Persons shall, at the request of the Supplier, afford to the Supplier all reasonable assistance for the purpose of contesting any claim or demand made or action brought against the Authority, Supplier or any other Commissioning Body or Indemnified Persons by a third party for infringement or alleged infringement of any third party Intellectual Property Rights in connection with the performance of the Supplier's obligations under the Contract and the Supplier shall on demand indemnify and keep indemnified and hold harmless each Commissioning Body and each other Indemnified Persons from and against all Losses which each Commissioning Body and Indemnified Persons may suffer or incur in doing so.
- 33.5 The Authority shall not, and shall use its reasonable endeavours to procure the other Commissioning Bodies and Indemnified Persons shall not, make any admissions which may be prejudicial to the defence or settlement of any claim, demand or action for infringement or alleged infringement of any Intellectual Property Right by a Commissioning Body, Indemnified Persons or the Supplier in materials supplied or licensed by the Supplier under the Contract.
- 33.6 If a claim, demand or action for infringement or alleged infringement of any Intellectual Property Right in materials supplied or licensed by the Supplier is made in connection with the Contract or in the reasonable opinion of the Supplier is likely to be made, the Supplier shall promptly notify each relevant Commissioning Bodies and Indemnified Persons and, at its own expense and subject to the Approval of the Authority (not to be unreasonably withheld or delayed), use its best endeavours to:
- 33.6.1 modify any or all of the Services (which for the purposes of this Clause 33.6 shall include any Deliverables and/or other materials licensed or supplied to any Commissioning Body or Indemnified Persons (whether directly or indirectly)) without reducing the performance or functionality of the same, or substitute alternative Services of equivalent performance and functionality, so as to avoid the infringement

or the alleged infringement, provided that the provisions herein shall apply mutatis mutandis to such modified Services or to the substitute Services; or

- 33.6.2 procure a licence to use and supply the Services, which are the subject of the alleged infringement, on terms which are acceptable to the Authority;

and in the event that the Supplier is unable to comply with Clauses 33.6.1 or 33.6.2 within twenty (20) Working Days of receipt of the Supplier's notice the Authority shall, without prejudice to its other rights and remedies, be entitled terminate the Contract by notice in writing to the Supplier with effect from the date specified in that notice.

34. COMMISSIONING BODY ASSETS

- 34.1 In respect of Commissioning Body Premises, the Supplier shall, and shall procure its Personnel shall, comply with the requirements of Schedule 5.
- 34.2 In respect of Information Security, the Supplier shall, and shall procure its Personnel shall, comply with the requirements of Schedule 14.
- 34.3 The Supplier shall not delete or remove any proprietary notices contained within or relating to the Commissioning Body Materials and Deliverables.
- 34.4 To the extent that Commissioning Body Materials and/or Deliverables are held and/or processed by the Supplier or any of its Personnel on its behalf, the Supplier shall:
- 34.4.1 preserve the integrity and maintain in good order and condition the Commissioning Body Materials and Deliverables and shall prevent the corruption, loss or damage of or to Commissioning Body Materials and Deliverables including any copy thereof;
 - 34.4.2 promptly return the Commissioning Body Materials and Deliverables (and all copies thereof) to the relevant Commissioning Body upon its request at no additional cost and in the format and on the media requested by such Commissioning Body from time to time;
 - 34.4.3 destroy, and procure its Sub-contractors destroy, all Commissioning Body Materials and/or Deliverables upon the earlier of:
 - (a) the expiry of the applicable Retention Period; and
 - (b) the written request of the Commissioning Body to whom the Commissioning Body Materials and/or Deliverables belong,and following the destruction of such Commissioning Body Materials and/or Deliverables, certify that it has done so to the relevant Commissioning Body;
 - 34.4.4 without prejudice to any other rights or remedies the Commissioning Bodies may have, permit the Commissioning Bodies and their respective agents to enter upon the Supplier Premises during normal business hours on reasonable notice to remove the Commissioning Body Materials and/or Deliverables; and
 - 34.4.5 at the request of the Commissioning Body to whom the Commissioning Body Materials and/or Deliverables belong, store such items separately and ensure that they are clearly identifiable as belonging to the respective Commissioning Body.
- 34.5 To the extent the Commissioning Body Materials and Deliverables comprises data, the Supplier shall perform secure back-ups of such data at least twenty four (24) hour intervals and ensure that up-to-date back-ups are stored off-site in accordance with the BCDR Plan. The Supplier shall ensure that such back-ups are available to the respective Commissioning Bodies (or to such other persons as the respective Commissioning Bodies may direct) at all times upon request.

- 34.6 If at any time the Supplier suspects or has reason to believe that Commissioning Body Materials and/or Deliverables have or may become corrupted, lost, degraded or damaged in any way for any reason as a result of its actions or omissions or that of its Personnel, then the Supplier shall:
- 34.6.1 notify the Authority and any other affected Commissioning Bodies immediately;
 - 34.6.2 inform the Authority and any other affected Commissioning Body of the remedial action the Supplier proposes to take;
 - 34.6.3 use its best endeavours to recover the Commissioning Body Materials and/or Deliverables and otherwise make good an damage caused;
 - 34.6.4 without prejudice to Clause 34.6.3, promptly act on the instructions of the Authority and any other affected Commissioning Bodies; and
 - 34.6.5 co-operate with any investigation the Authority and other Commissioning Bodies considers necessary to undertake as a result of breach of suspected breach.
- 34.7 In the event that through any Default of the Supplier and/or its Personnel, Commissioning Body Data is either lost, corrupted, degraded or damaged, the Supplier shall on demand indemnify and keep indemnified and hold harmless each Commissioning Body from and against all Losses which each Commissioning Body may suffer or incur as a result of or in connection with any such Default.

35. PROTECTION OF PERSONAL DATA

- 35.1 For the purposes of this Clause 35, references to "Commissioning Body" shall be that Commissioning Body which is the Data Controller for the relevant Commissioning Body Data.
- 35.2 With respect to the Parties' rights and obligations under the Contract, the Parties agree that the relevant Commissioning Body is the Data Controller and the Supplier is the Data Processor with respect of the Supplier's Processing of the Commissioning Body Data.
- 35.3 The Supplier shall:
- 35.3.1 at all times comply with the requirements of the Data Protection Legislation;
 - 35.3.2 ensure that at all times it has in place appropriate technical and organisational measures to:
 - (a) ensure the security of the Commissioning Body Data of each Commissioning Body; and
 - (b) to guard against unauthorised or unlawful Processing of the Commissioning Body Data and against accidental loss or destruction of, or damage to, the Commissioning Body Data,
 - 35.3.3 without prejudice to 35.3.2, comply with the provisions of Schedule 14 and ensure that any technical and organisational measures are to a standard no less than that set out in that Schedule 14;
 - 35.3.4 promptly, and in any event, within two (2) Working Days, provide each Commissioning Body with such information as that Commissioning Body may reasonably request to satisfy itself that the Supplier is complying with its obligations under the Contract and the Data Protection Legislation;
 - 35.3.5 comply with any notification requirements under the Data Protection Legislation;
 - 35.3.6 in the event of any change in Data Protection Legislation subsequent to the Commencement Date take such steps (including agreeing to additional obligations

and/or executing additional documents) as may be requested by the Commissioning Body to ensure that the Processing by the Supplier of Commissioning Body Data complies with Data Protection Legislation;

- 35.3.7 immediately notify each Commissioning Body of any unlawful or unauthorised Processing of any Commissioning Body Data or if any Commissioning Body Data is disclosed in breach of this Contract and/or any breach of the security measures to be put in place under this Contract;
- 35.3.8 ensure that it does not knowingly or negligently do or omit to do anything which places any Commissioning Body in breach of its obligations under the Data Protection Legislation;
- 35.3.9 Process the Commissioning Body Data only in accordance with instructions from each Commissioning Body (which may be specific instructions or instructions of a general nature as set out in the Contract or as otherwise notified by that Commissioning Body to the Supplier during the Contract Period);
- 35.3.10 Process the Commissioning Body Data only to the extent, and in such manner, as is necessary for the provision of the Services;
- 35.3.11 ensure that access to the Commissioning Body Data is strictly limited to those of its Personnel who reasonably require access to the Commissioning Body Data in order to meet the Supplier's obligations under this Contract;
- 35.3.12 take all reasonable steps to ensure the reliability of any Supplier's Personnel who have access to the Commissioning Body Data and ensure that the Supplier's Personnel:
 - (a) are informed of the confidential nature of the Commissioning Body Data and comply with the Supplier's obligations set out in this Clause 35 and otherwise under this Contract;
 - (b) are aware of the confidential nature of the Commissioning Body Data and do not publish, disclose or divulge any of the Commissioning Body Data to any third party unless directed in writing to do so by the Commissioning Body; and
 - (c) have undergone adequate training in the use, care, protection and handling of Commissioning Body Data;
- 35.3.13 obtain Approval from the relevant Commissioning Body in order to transfer the Commissioning Body Data to any Sub-contractors for the provision of the Services. To the extent such Commissioning Body Data is transferred to any Sub-contractor such party shall be considered a sub-processor to the Supplier;
- 35.3.14 notify each Commissioning Body within five (5) Working Days if it receives:
 - (a) a request from a Data Subject (or a third party on their behalf) to have access to that person's Personal Data;
 - (b) a complaint or request relating to a Commissioning Body's obligations under the Data Protection Legislation; or
 - (c) any communication from the Information Commissioner or any other regulatory authority in connection with the obligations of any Commissioning Body in relation to Data Protection Legislation;
- 35.3.15 provide each Commissioning Body with full co-operation and assistance within reasonable time scales in relation to any complaint made or requests received in

relation to Commissioning Body Data, including by promptly, and in any event within two (2) Working Days, providing:

- (a) the relevant Commissioning Bodies with full details of the complaint or request;
- (b) such assistance and information as is reasonably requested to enable the relevant Commissioning Body to comply with the request or complaint within the relevant timescales set out in the Data Protection Legislation and in accordance with the relevant Commissioning Body's instructions; and
- (c) providing the relevant Commissioning Body with any Commissioning Body Data it holds in relation to a Data Subject;

35.3.16 provide, within a reasonable timescale, a written description of the technical and organisational methods employed by the Supplier for the purpose of compliance with its obligations under this Clause 35 and provide to the relevant Commissioning Body copies of all documentation relevant to such compliance including protocols, procedures, guidance, training and materials; and

35.3.17 not Process Commissioning Body Data outside the European Economic Area without the Approval of the relevant Commissioning Body and if that Commissioning Body approves to a transfer to:

- (a) comply with any reasonable instructions notified to it by that Commissioning Body;
- (b) at the request of the Commissioning Body, enter into or procure the recipient of the Commissioning Body Data enters into such data transfer agreement as may be required by the Commissioning Body which may include any data transfer agreement which is approved or recognised by a data protection regulator; and/or
- (c) take such other steps as are required by the Commissioning Body to enable the processing of Commissioning Body Data outside the European Economic Area to take place in accordance with Data Protection Legislation.

35.4 The Supplier shall at all times on demand indemnify and keep indemnified and hold harmless each Commissioning Body from and against all Losses which each Commissioning Body may suffer or incur as a result of or in connection with any breach of this Clause 35.

35.5 The provisions of this Clause 35 shall apply during the Contract Period and indefinitely after the termination or expiry of the Contract.

36. CONFIDENTIALITY

36.1 To the extent that the Supplier discloses Confidential Information to either the Authority or a Commissioning Body, the Authority shall comply with and shall use its reasonable endeavours to procure that the other Commissioning Bodies comply with the terms of this Clause 36.

36.2 To extent that a Commissioning Body or Language Services Supplier discloses Confidential Information to the Supplier, the Supplier shall comply with Clause 36 as if the Confidential Information of the Commissioning Body or Language Services Supplier was that of the Authority provided that the Supplier shall disclose such information which may belong to a Language Services Supplier (whether or not it can be reasonably deemed to be Confidential Information) to the Authority upon its request.

36.3 Except to the extent set out in this Clause 36 or where disclosure is expressly permitted elsewhere in the Contract, the receiving party shall:

- 36.3.1 treat all Confidential Information belonging to the disclosing party as confidential and safeguard it accordingly; and

- 36.3.2 not disclose any Confidential Information belonging to the disclosing party to any other person without Approval of the disclosing party.
- 36.4 Subject to Clause 36.5, the Supplier may only disclose the Confidential Information of a Commissioning Body or a Language Services Supplier to:
 - 36.4.1 its Personnel who are directly involved in the provision of the Services and need to know such Confidential Information for the provision of the Services;
 - 36.4.2 its auditors; and
 - 36.4.3 its professional advisers for the purposes of obtaining advice in relation to this Contract.
- 36.5 Where the Supplier discloses the Confidential Information of a Commissioning or Language Services Supplier in accordance with Clause 36.4 it shall:
 - 36.5.1 ensure that its Personnel shall not use or exploit any of the Confidential Information received from a Commissioning Body or Language Services Supplier otherwise than to enable the performance of the Supplier's obligations under this Contract;
 - 36.5.2 ensure that its auditors and professional advisers shall not use or exploit any of the Confidential Information received from a Commissioning Body or Language Services Supplier otherwise than in respect of providing advice to the Supplier in respect of this Contract;
 - 36.5.3 ensure that its Personnel, auditors and professional advisers are aware of and comply with the Supplier's confidentiality obligations under this Contract; and
 - 36.5.4 at the written request of the Commissioning Body or Language Services Supplier to whom the Confidential Information belongs, procure that its Personnel, auditors and professional advisers that the Commissioning Body or Language Services Supplier deems necessary sign a confidentiality undertaking on similar terms to this Contract for the benefit of that Commissioning Body prior to commencing any work in accordance with this Contract.
- 36.6 In respect of the Confidential Information of each Commissioning Body and Language Services Supplier, the Supplier undertakes:
 - 36.6.1 to maintain adequate security arrangements that meet the requirements of Good Industry Practice, including the security arrangements set out in Schedule 14;
 - 36.6.2 immediately notify the relevant Commissioning Body and Language Services Supplier of any breach of security in relation its Confidential Information obtained in the performance of the Contract and shall:
 - (a) keep a record of such breaches;
 - (b) use its best endeavours to recover the Confidential Information however it may have been recorded, which has been lost or corrupted due to any act or omission of the Supplier or its Personnel;
 - (c) co-operate with the relevant Commissioning Body and Language Services Supplier in any investigation that the Authority and the relevant Commissioning Body and/or Language Services Supplier considers necessary to undertake as a result of any breach of security in relation to the Confidential Information; and
 - (d) at its own expense, alter any security systems used in connection with the performance of the Contract at any time during the Contract Period at the request

of the Authority if the Authority believes (acting reasonably) the Supplier has failed to comply with this Clause 36.

- 36.7 Where the Supplier discloses Confidential Information of a Commissioning Body and/or Language Services Supplier pursuant to Clause 36.4, it shall remain responsible at all times for compliance with the confidentiality obligations set out in this Contract by the persons to whom disclosure has been made.
- 36.8 Clauses 36.3 shall not apply to any Confidential Information received by one party from another to the extent that:
- 36.8.1 it was in the possession of the receiving party, without restriction as to its disclosure, before receiving it from the disclosing party;
 - 36.8.2 such information was obtained from a third party who lawfully acquired it and who is under no obligation of restricting its disclosure;
 - 36.8.3 such information was already in the public domain at the time of disclosure otherwise than by a breach of the Contract; and/or
 - 36.8.4 it is independently developed without access to the other party's Confidential Information.
- 36.9 Nothing in the Contract shall prevent the Commissioning Bodies from disclosing the Supplier's Confidential Information:
- 36.9.1 to its Personnel, its professional advisors and Auditors for any purpose relating to or connected with this Contract;
 - 36.9.2 to any Crown body or any other Commissioning Body on the understanding that they shall be entitled to further disclose the Supplier's Confidential Information to other Crown bodies and Commissioning Bodies on the basis that the information is confidential and is not to be disclosed to a third party which is not a Commissioning Body or part of the Crown (unless disclosure is required by Law or is permitted under the Contract);
 - 36.9.3 for the purpose of the examination and certification of the accounts of any Commissioning Body;
 - 36.9.4 for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which each Commissioning Body has used its resources;
 - 36.9.5 to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
 - 36.9.6 to the extent that a Commissioning Body (acting reasonably) deems disclosure necessary in the course of carrying out its public functions; and/or
 - 36.9.7 to a proposed transferee, assignee or novatee of, or successor in title to a Commissioning Body.
- 36.10 The receiving party may disclose the Confidential Information of the disclosing party where such Confidential Information must be disclosed pursuant Law (including any requirements for disclosure under FOIA, Code of Practice on Access to Government Information or the Environmental Information Regulations) provided that, where a party is seeking to disclose Confidential Information of another under this Clause 36.10. it shall, to the extent permitted by Law, notify the original disclosing party of the full circumstances of the required disclosure and shall co-operate with that disclosing party to limit any such disclosure so far as legally possible.

- 36.11 Nothing in this Clause 36 shall prevent a Party (or the other Commissioning Bodies) from using any techniques, ideas or Know-How gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of such party's Confidential Information or an infringement its Intellectual Property Rights.
- 36.12 This Clause 36 shall operate without prejudice to and be read subject to the application of the Official Secrets Acts 1911 to 1989 to any Confidential Information.

37. FREEDOM OF INFORMATION

- 37.1 The Supplier acknowledges that the Commissioning Bodies are subject to the requirements of the Code of Practice on Government Information, FOIA and the Environmental Information Regulations.
- 37.2 The Supplier shall and shall procure that its Personnel shall:
- 37.2.1 assist and co-operate with the Commissioning Bodies to enable each Commissioning Body to comply with its Information disclosure obligations;
 - 37.2.2 transfer to each relevant Commissioning Body all Requests for Information that it receives as soon as practicable and in any event within two (2) Working Days of receiving a Request for Information; and
 - 37.2.3 promptly provide, and in any event within two (2) Working Days of request, each relevant Commissioning Body with a copy of all Information that is relevant to a Request for Information and in its possession, or power in the form that the relevant Commissioning Body requires (or such other period as the relevant Commissioning Body may specify).
- 37.3 In no event shall the Supplier respond directly to a Request for Information without prior Approval of the Commissioning Body which is subject to the disclosure obligation.
- 37.4 The Supplier acknowledges that (notwithstanding the provisions of this Clause 37) each respective Commissioning Bodies may be obliged under FOIA, or the Environmental Information Regulations to disclose information concerning the Supplier and/or the Services (including its Confidential Information):
- 37.4.1 in certain circumstances without consulting the Supplier; or
 - 37.4.2 following consultation with the Supplier and having taken their views into account, provided always that where Clause 37.4.1 applies the Authority shall, and shall use its reasonable endeavours to procure that the relevant Commissioning Bodies shall, take reasonable steps, where appropriate, to give the Supplier advanced notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.
- 37.5 The Supplier shall ensure that all Information is retained for disclosure and shall permit the Authority and any Auditors to inspect such records as requested from time to time.

38. TRANSPARENCY

- 38.1 Notwithstanding any other term of the Contract, the Supplier hereby gives its consent for the Authority to publish this Contract in its entirety (subject only to redaction of any information that the Authority determines is exempt from disclosure in accordance with the provisions of FOIA) including any agreed Contract Changes.
- 38.2 The Authority may consult with the Supplier to help with its decision regarding any exemptions under Clause 38.1 but the Authority shall have the final decision in its absolute discretion.

38.3 The Supplier shall assist and co-operate with the Authority to enable the Authority to publish the Contract.

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

39.1 The Supplier shall comply with and shall ensure that its Personnel comply with the provisions of:

39.1.1 the Official Secrets Acts 1911 to 1989; and

39.1.2 Section 182 of the Finance Act 1989.

39.2 In the event that the Supplier and its Personnel fail to comply with this Clause, without prejudice to its other rights and remedies, the Authority shall be entitled to terminate the Contract by serving notice in writing with effect from the date specified in that notice.

40. PUBLICITY, MEDIA AND OFFICIAL ENQUIRIES

40.1 The Supplier shall not make any press announcements or publicise the Contract or any part thereof in any way, except with the prior Approval of the Authority.

40.2 The Supplier shall not have any right to use any of the names, logos or trade marks of any Commissioning Body without Approval of that Commissioning Body.

40.3 The Commissioning Bodies shall not have any right to use any of the Supplier's logos or trade marks on any of their products, services or other literature without the Supplier's Approval.

41. WARRANTIES, UNDERTAKINGS AND REPRESENTATIONS

41.1 The Supplier warrants, undertakes and represents to the Authority that:

41.1.1 it has full capacity and authority and all necessary consents to enter into and perform its obligations under the Contract;

41.1.2 the Contract is executed by a duly authorised representative of the Supplier;

41.1.3 all information, statements, warranties and representations made in the procurement process, including those contained in the Service Solution and (unless otherwise agreed by the Authority in writing) any other document which resulted in the award to the Supplier of the Contract are true, accurate and not misleading;

41.1.4 neither it, nor to the best of its knowledge, its Personnel, have:

(a) committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act;

(b) been listed on any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or

(c) committed any Fraud.

41.1.5 it has not entered into any agreement with any other person with the aim of preventing tenders being made or as to the fixing or adjusting of the amount of any tender or the conditions on which any tender is made in respect of this Contract;

41.1.6 it has not caused or induced any person to enter any such agreement as is referred to in Clause 41.1.5;

- 41.1.7 it has notified the Authority in writing of any Occasions of Tax Non-Compliance and any litigation in which it is involved that is in connection with any Occasion of Tax Non-Compliance;
- 41.1.8 no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of Supplier Assets which will or might affect its ability to perform its obligations under the Contract;
- 41.1.9 it is not subject to any contractual obligation, compliance with which will be likely to have an adverse effect on its ability to perform its obligations under the Contract;
- 41.1.10 no proceedings or other steps have been taken and not discharged or dismissed (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Suppliers Assets or revenue;
- 41.1.11 in the three (3) years prior to the date of the Contract (or, if the Supplier has been in existence for less than three (3) years, in the whole of such shorter period) it has:
 - (a) conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts; and
 - (b) it has not performed any act or made any omission with respect to its financial accounting or reporting which could have an adverse effect on the Supplier's position as an on-going business concern or its ability to fulfil its obligations under the Contract;
- 41.1.12 the Services will be performed in accordance with the standards set out in the Contract;
- 41.1.13 use of the Deliverables, Supplier Assets and the Intellectual Property Rights in them (including Supplier Background IPR) shall not infringe the rights of any third parties;
- 41.1.14 the Deliverables and Website will each be free of defects and errors including viruses, bugs, malware, spyware and malicious code;
- 41.1.15 the Deliverables and Website will each conform in all material respects to the Service Specification (and, where applicable, any specification set out in the Transition Plan and/or Exit Plan);
- 41.1.16 the Website will be compatible with the minimum operating environment specified in the Service Specification;
- 41.1.17 the Website will be developed so that it is scalable in line with the current and projected (as have been communicated by the Authority to the Supplier) business requirements of the Authority, as set out in the Service Specification, without material reduction in its functionality, performance and/or response times in that the Website will be capable of handling the volume of visitor traffic specified in the Service Specification;
- 41.1.18 the Website will be coded so as to minimise (to the extent reasonably practicable and in accordance with Good Industry Practice) vulnerability to web application attacks of a type known to the Supplier (or would have been known about by a reasonably competent practitioner in the field); and
- 41.1.19 it uses all up-to-date versions of firewall and anti-virus protection applications in accordance with Good Industry Practice to prevent the introduction into Website of

any viruses, containments or any other disabling attacks of any kind through the Supplier's systems or the provision of the Services.

- 41.2 The Supplier shall promptly notify the Authority in writing if it becomes aware that a warranty, undertaking or representation given by it under the Contract has been breached, is untrue or is misleading or any fact, matter or circumstance of which it may become aware which would render any such information, statement, warranty or representation to be false or misleading if repeated, giving the Authority sufficient detail to enable it to make an accurate assessment of the situation.
- 41.3 The fact that any provision within the Contract is expressed as a warranty, undertaking or representation shall not preclude any right of termination the Authority may have in respect of breach of that provision by the Supplier.

42. LIMITATION OF LIABILITY

42.1 Neither Party excludes or limits liability to the other Party for:

- 42.1.1 death or personal injury caused by its negligence, or that of its Personnel;
- 42.1.2 Fraud or fraudulent misrepresentation by it or its Personnel;
- 42.1.3 any breach of any obligations imposed by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- 42.1.4 any liability to the extent it cannot be limited or excluded by Law.

42.2 Without prejudice to Clause 42.1.2, the Supplier's liability in respect of the indemnities given under this Contract shall be unlimited.

42.3 Subject to Clauses 42.1, 42.2 and 42.5:

- 42.3.1 the Supplier's liability in respect of loss of or damage to the Commissioning Body Premises or other property or assets of any Commissioning Body (including technical infrastructure, assets or equipment but excluding any loss or damage to Commissioning Body Data or any other data) that is caused by Defaults of the Supplier shall in no event exceed ten million pounds (£10,000,000) in each year of the Contract Period;
- 42.3.2 the Supplier's aggregate liability in respect of all Service Credits incurred in Contract Year shall be subject to the Service Credits Cap; and
- 42.3.3 the Supplier's aggregate liability in any twelve month period commencing on the date of this Contract or any anniversary of such date in respect of all other Losses incurred by any Commissioning Body under or in connection with this Contract as a result of Defaults by the Supplier shall (whether occurring during the Contract Period or after the end of the Contract Period) shall in no event exceed seven hundred and thirty five thousand two hundred and twenty seven pounds (£735,227) provided that where any Losses referred to in this Clause 42.3.3 have been incurred by the Commissioning Body as a result of the Supplier's abandonment of this Contract or the Supplier's wilful default, wilful breach of a fundamental term of this Contract or wilful repudiatory breach of this Contract, the reference to seven hundred and thirty five thousand two hundred and twenty seven pounds (£735,227) shall be deemed to be reference to one million one hundred and two thousand eight hundred and forty pounds (£1,102,840).

42.4 Subject to Clause 42.1 and 42.5 and without prejudice to the Authority's obligation to pay the Service Payments and any other amounts properly due from it to the Supplier the Authority's aggregate liability in any twelve month period commencing on the date of this Contract or any anniversary of such date in respect of all Losses incurred by the Supplier under or in connection with this Contract as a result of Defaults of the Authority and/or any Commissioning Body

(whether occurring during the Contract Period or after the end of the Contract Period) shall in no event exceed seven hundred and thirty five thousand two hundred and twenty seven pounds (£735,227).

42.5 Subject to Clause 42.1, 42.2 and 42.6, neither Party shall be liable to the other Party for:

42.5.1 any indirect, special or consequential Loss; or

42.5.2 any loss of profits, turnover, business opportunities or damage to goodwill (in each case whether direct or indirect).

42.6 Notwithstanding Clause 42.5 but subject to Clause 42.3, the Supplier acknowledges and agrees that the Authority may, amongst other things, recover from the Supplier the following Losses incurred by any Commissioning Body to the extent that they arise as a result of a Default by the Supplier:

42.6.1 any additional operation and/or administrative costs and expenses incurred by a Commissioning Body, including interim operational services and the costs relating to time spent by or on behalf of a Commissioning Body in dealing with the consequences of the Default;

42.6.2 the additional cost of procuring Replacement Services for the remainder of the Contract Period and/or replacement Deliverables, which shall include both the respective Commissioning Bodies' internal cost of undertaking the procurement process and the costs payable to the Replacement Supplier(s) for the particular Replacement Services and/or replacement Deliverables;

42.6.3 any wasted expenditure or charges; and

42.6.4 any fine or penalty incurred by a Commissioning Body pursuant to Law and any costs incurred by a Commissioning Body in defending any proceedings which result in such fine or penalty.

42.7 The Supplier shall use all reasonable endeavours to mitigate any loss or damage suffered or arising out of or in connection with this Contract, including any Losses for which the relevant Party is entitled to bring a claim against the other Party pursuant to the indemnities in this Contract.

43. CONDUCT OF CLAIMS

43.1 The Supplier agrees (and shall procure that its Sub-contractors agree) that the Authority has the sole right, on giving written notice to such effect to the Supplier at any time, to control of any proceedings in relation to any Third Party Claim (including any claim by employees of the Parties), regardless of whether the Supplier (or any Sub-contractor) is also a party to such proceedings.

43.2 The Authority agrees that it shall not settle or compromise any Third Party Claim giving rise to losses exceeding £10,000 (ten thousand pounds) for which the Supplier is liable to indemnify or compensate any Commissioning Body under this Contract without prior consultation with the Supplier. The Authority shall keep the Supplier reasonably informed as to the progress and status of any such Third Party Claim until such Third Party Claim is settled or withdrawn.

43.3 If, in contesting, settling or compromising any Third Party Claim, the Authority takes or fails to take any action which prejudices any entitlement of the Supplier to recover any portion of the claim from any insurer under any insurance policy maintained by the Supplier in accordance with this Contract, the liability of the Supplier to indemnify or compensate any Commissioning Body in respect of such claim shall be reduced by such portion.

43.4 The Supplier undertakes that:

- 43.4.1 it shall not, without the Approval of the Authority, settle or compromise any claim (whether insured or uninsured) to which the Authority or another Commissioning Body is, or is likely to become, a party;
 - 43.4.2 where a claim is made against the Supplier and the Authority is not, and is not likely to become, a party to such claim as a defendant, the Supplier shall not settle or compromise any claim exceeding £10,000 (ten thousand pounds) without prior consultation with the Authority; and
 - 43.4.3 it shall ensure that its Sub-contractors give undertakings identical to those given by the Supplier to the Authority under this Clause 43.
- 43.5 If conduct of a claim is so assumed by the Authority pursuant to this Clause 43, the Authority shall hold the Supplier and its insurers harmless against all or any Losses which either of them may incur by reason of its conduct of the claim and any settlement of the relevant claim or judgment being given if the settlement is made without their consent (such consent not to be unreasonably withheld or delayed).

44. INSURANCE

- 44.1 The Supplier shall comply, and shall procure Sub-contractors comply with, the provisions of Schedule 11 in relation to obtaining and maintaining insurance.

45. CONTRACT PERIOD

- 45.1 The Contract shall take effect on the Commencement Date and shall expire automatically on the later of:
- 45.1.1 the end of the Initial Contract Period; or
 - 45.1.2 if the Authority elects to extend the Initial Contract Period in accordance with Clause 46, the last day of the latest extension period,

or such earlier date of termination of the Contract in accordance with the Law or the provisions of the Contract.

46. EXTENSION OF INITIAL CONTRACT PERIOD

- 46.1 The Authority may, by giving written notice to the Supplier not less than six (6) Months prior to the last day of the Initial Contract Period, or if the Contract is already extended six (6) Months prior to the last day of the then current extension period, extend the Contract for up to two (2) further periods each of one (1) year.
- 46.2 Without prejudice to its right pursuant to Clause 46.1, the Authority may, by giving written notice to the Supplier of not less than three (3) Months at any time during the Contract Period and whether or not it has exercised a right pursuant to Clause 46.1, extend the Contract for such period as is specified in the notice, provided that the Authority shall be entitled to exercise its rights pursuant to this Clause 46.2 more than once provided that the aggregate extensions made pursuant to this Clause 46.2 shall not exceed one (1) year.
- 46.3 The provisions of the Contract will apply throughout any extension period.

47. OBLIGATION TO NOTIFY

- 47.1 In the event of any Default by the Supplier, the Supplier shall notify the Authority of the Default as soon as practicable but in any event within two (2) Working Days of becoming aware of the Default, detailing the actual or anticipated effect of the Default and whether the Default is a Notifiable Default.

48. FIRST FIX

- 48.1 Notwithstanding any other provision in the Contract, in the event of a Default by the Supplier (or any anticipated Default by the Supplier) the Supplier shall:
- 48.1.1 (if the Default occurs) remedy the Default as soon as possible; and
 - 48.1.2 use all reasonable endeavours to eliminate or mitigate the consequences or delay of any such Default or anticipated Default on each of the Commissioning Bodies.

49. RECTIFICATION PLAN PROCESS

49.1 In the event that:

- 49.1.1 three (3) Critical Service Failures of Standard Key Performance Indicators occur in any Month;
- 49.1.2 a Critical Service Failure in relation to the same Standard Key Performance Indicator occurs in three (3) consecutive Months;
- 49.1.3 two (2) Critical Service Failures of Priority Key Performance Indicators occur in any Month;
- 49.1.4 a Critical Service Failure in relation to the same Priority Key Performance Indicator occurs in two (2) consecutive Months; and/or
- 49.1.5 the Supplier commits a material Default that, in the opinion of the Authority, is capable of remedy (and for these purposes a material Default may be a single material Default or a number of Defaults or repeated Defaults (whether of the same or different obligations and regardless of whether such Defaults are remedied) which taken together constitute a material Default),

each a "**Notifiable Default**", the Supplier shall notify the Authority of the Notifiable Default in accordance with Clause 47.1 and unless the Notifiable Default also constitutes a Rectification Plan Failure or other Supplier Termination Event, the Authority may not terminate the Contract in whole or in part on the grounds of the Notifiable Default without first following the Rectification Plan Process.

49.2 When a Notifiable Default occurs (including where the Authority notifies the Supplier (setting out sufficient detail) that, in its reasonable opinion, it considers a Notifiable Default has occurred) then, unless the Notifiable Default also constitutes a Supplier Termination Event and the Authority serves notice to terminate the Contract, the Supplier shall comply with the Rectification Plan Process.

49.3 The Rectification Plan Process shall be as follows:

- 49.3.1 the Supplier shall submit a draft Rectification Plan to the Authority for it to review as soon as possible and in any event within ten (10) Working Days (or such other period as may be agreed between the Parties) after the original notification submitted by the Supplier pursuant Clause 47.1 or by the Authority pursuant to Clause 49.2. The Supplier shall submit a draft Rectification Plan even if the Supplier disputes that it is responsible for the Notifiable Default;
- 49.3.2 the draft Rectification Plan shall set out:
 - (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 (including the actual or anticipated effect on the performance of its obligations under the Contract); 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);
- 49.3.3 the Supplier shall promptly, and in any event within two (2) Working Days, provide to the Authority any further documentation that the Authority reasonably requires to assess the Supplier's root cause analysis. If the Parties do not agree on the root cause set out in the draft Rectification Plan, either Party may refer the matter to be determined in accordance with the Dispute Resolution Procedure;
- 49.3.4 the Authority shall notify the Supplier whether it consents to the draft Rectification Plan as soon as reasonably practicable. If the Authority rejects the draft Rectification Plan, the Authority shall give reasons for its decision and the Supplier shall take the reasons into account in the preparation of a revised Rectification Plan. The Supplier shall submit the revised draft of the Rectification Plan to the Authority for review within five (5) Working Days (or such other period as agreed between the Parties) of the Authority's notice rejecting the first draft;
- 49.3.5 if the Authority consents to the Rectification Plan:
 - (a) the Supplier shall immediately start work on the actions set out in the Rectification Plan; and
 - (b) the Authority may no longer terminate this Contract in whole or in part on the grounds of the relevant Notifiable Default; and
- 49.3.6 the Authority may reject the draft or revised Rectification Plan submitted to it under Clause 49.3.4 by notice to the Supplier if, acting reasonably, it considers that the draft Rectification Plan is inadequate, for such reasons including:
 - (a) it is insufficiently detailed to be capable of proper evaluation;
 - (b) it will take too long to complete;
 - (c) it will not prevent reoccurrence of the Notifiable Default; and/or
 - (d) it will rectify the Notifiable Default but in a manner which is unacceptable to the Authority.

50. TERMINATION BY THE AUTHORITY

- 50.1 The Authority may terminate this Contract by written notice to the Supplier:
 - 50.1.1 for convenience at any time, including where the Contract should not have been entered into in view of a serious infringement of obligations under European Law declared by the Court of Justice of the European Union under Article 258 of the Treaty of the Functioning of the EU;
 - 50.1.2 if a Supplier Termination Event occurs;
 - 50.1.3 if a Force Majeure Event endures for a continuous period of more than ninety (90) days; and/or
 - 50.1.4 if this Contract has to be substantially amended to the extent that the PCR require a new procurement procedure,

and this Contract shall terminate on the date specified in the notice sent by the Authority to the Supplier.

- 50.2 Where the Authority is terminating this Contract under Clause 50.1.2 due to the occurrence of either limb (c) and/or (h) of the definition of Supplier Termination Event, it may rely on a single material Default or a number of Defaults or repeated Defaults (whether of the same or different obligations and regardless of whether such Defaults are cured) which taken together constitute a material Default.
- 50.3 Where the Authority has the right to terminate this Contract, it may prior to or instead of terminating the whole of the Contract, serve notice requiring Partial Termination of this Contract.

51. TERMINATION BY SUPPLIER

- 51.1 The Supplier may terminate this Contract (or part thereof) by written notice to the Authority to the extent that any Services are materially impacted by a Force Majeure Event that endures for a continuous period of more than ninety (90) days and this Contract or the relevant Services (as the case may be) shall then terminate on the date specified in the notice from the Supplier to the Authority (which shall not be less than twenty (20) Working Days from the date of the issue of the notice to terminate). If the operation of Clause 51.1 would result in Partial Termination, the provisions of Clause 51.2 shall apply.
- 51.2 If the Supplier notifies the Authority pursuant to Clause 51.1 that it intends to terminate this Contract in part and the Authority, acting reasonably, believes that the effect of such Partial Termination is to render the remaining Services incapable of meeting a significant part of the Authority's requirements under this Contract, then the Authority shall be entitled to terminate the remaining part of this Contract by serving notice to terminate to the Supplier within one (1) Month of receiving the Supplier's notice to terminate. For the purpose of this Clause 51.2, in assessing the significance of any part of the Authority's requirements under this Contract, regard shall be had not only to the proportion of that part of the Authority's requirements as a whole, but also to the importance of the relevant part to the Authority.
- 51.3 The Parties shall agree the effect of any Contract Change necessitated by a Partial Termination in accordance with the Change Control Procedure, including the effect the Partial Termination may have on any other Services and the Service Payment, provided that:
- 51.3.1 the Supplier shall not be entitled to an increase in the Service Payment in respect of the Services that have not been terminated; and
 - 51.3.2 the Supplier shall not be entitled to reject the Contract Change.

52. PAYMENTS ON TERMINATION

Payments by the Authority

- 52.1 The Authority shall not be liable to make any payment to the Supplier as compensation for:
- 52.1.1 termination of this Contract in accordance with Clauses 50.1.2, 50.1.3 or 50.1.4; or
 - 52.1.2 expiry of this Contract
- save in respect of any unpaid Service Payment for Services which have been properly performed prior to the date of termination or any other payment properly due (except where such Service Payment or other payment is due from another Commissioning Body, in which event the Authority shall use reasonable endeavours to procure that such Commissioning Body pays the unpaid Service Payment or other payment).
- 52.2 Where this Contract is terminated by the Authority in accordance with Clause 50.1.1 the Authority shall pay the following (which shall be the Supplier's sole remedy for the termination of this Contract):
- 52.2.1 any unpaid Service Payment for Services which have been properly performed prior to the date of termination or any other payment properly due (except where such

Service Payment or other payment is due from another Commissioning Body, in which event the Authority shall use reasonable endeavours to procure that such Commissioning Body pays the unpaid Service Payment or other payment); and

52.2.2 the Termination Payment.

Payments by the Supplier

52.3 In the event of termination or expiry of this Contract, the Supplier shall repay to each Commissioning Body within thirty (30) days of the date of such termination or expiry all of the Service Payment it has been paid in advance in respect of Services not provided by the Supplier as at the date of expiry or termination.

53. SURVIVAL

53.1 Termination of the Contract shall not affect the continuing rights, remedies or obligations of the Commissioning Bodies or the Supplier including under Clauses 7, 9, 11, 12, 16, 17, 20, 23, 24, 25, 26, 27, 29, 30, 32, 33, 34, 35, 36, 37, 39, 41, 42, 44, 52, 53, 54, 59, 62, 65, 66 and 67 and without limitation to the foregoing, any other provision of the Contract which expressly or by implication is to be performed or observed notwithstanding termination or expiry shall survive the termination or expiry of the Contract.

54. EXIT MANAGEMENT

54.1 The Parties shall comply with the provisions of Schedule 13 and any current Exit Plan in relation to orderly transition of the Services to the Commissioning Bodies and any Replacement Supplier(s).

55. BUSINESS CONTINUITY AND DISASTER RECOVERY

55.1 The Parties shall comply with the provisions of Schedule 21 and their respective obligations under the BCDR Plan.

56. FORCE MAJEURE

56.1 Subject to Clause 56.2, neither Party shall be liable to the other Party for any delay in performing, or failure to perform, its obligations under the Contract to the extent that such delay or failure is a result of Force Majeure Event.

56.2 Where the Supplier is the Affected Party, it shall:

56.2.1 take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event; and

56.2.2 not be entitled to claim relief under Clause 56.1 to the extent that the consequences of the relevant Force Majeure Event:

- (a) are capable of being mitigated by any of the Services including the BCDR Services but the Supplier has failed to do so; and/or
- (b) should have been foreseen and prevented or avoided by a prudent provider of services similar to the Services, operating to the standards required by this Contract.

56.3 Notwithstanding Clause 56.1 each Party shall use all reasonable endeavours to continue to perform its obligations under the Contract for the duration of a Force Majeure Event.

56.4 The Authority and other Commissioning Bodies shall not be obliged to pay any Service Payment in respect of any Service(s) which is subject to the Force Majeure Event.

- 56.5 The Supplier shall promptly resume the Services following the expiry of the Force Majeure Event.
- 56.6 If either Party becomes aware of Force Majeure Event which gives rise to, or is likely to give rise to, any failure or delay on its part as described in Clause 56.1 it shall immediately notify the other by the most expeditious method then available and at regular intervals thereafter the Parties shall consult in good faith and use reasonable endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and to facilitate the continued performance of the Contract.
- 56.7 The notice given in accordance with Clause 56.6 shall include details of the Force Majeure Event together with evidence of its effects on the obligations of the Affected Party and any action the Affected Party proposes to take to mitigate its effects.

57. ASSIGNMENT AND NOVATION

- 57.1 Subject to Clause 21 and Clause 57.2, the Supplier shall not assign, novate or otherwise dispose of or create any trust in relation to any or all of its rights, obligations or liabilities under this Contract without the Approval of the Authority.
- 57.2 The Supplier may assign to a third party (the **Assignee**) the right to receive payment of the Service Payment or any part thereof due to the Supplier under the Contract (including any interest which a Commissioning Body incurs under Paragraph 4.19 of Schedule 7). Any assignment under this Clause 57.2 shall be subject to:
- 57.2.1 reduction of any sums in respect of which the Authority exercises its right of recover under Clause 12;
 - 57.2.2 all related rights of the Commissioning Bodies under the Contract in relation to the recovery of sums due but unpaid; and
 - 57.2.3 each Commissioning Body receiving notification under Clause 57.3.
- 57.3 In the event that the Supplier assigns the right to receive the Service Payment under Clause 57.2, the Supplier or the Assignee shall notify the Authority and each other Commissioning Body in writing of the assignment and the date upon which the assignment becomes effective. The Supplier shall ensure that the Assignee notifies the Authority and each other Commissioning Body of the Assignee's contact information and bank account details to which the Authority and each other Commissioning Body shall make payment and the Authority and each other Commissioning Body shall not be held liable to either the Supplier and/or the Assignee for any delay in making payment as a result of not receiving such information. The provisions of Clause 11 shall continue to apply in all other respects after the assignment and shall not be amended without the Approval of the Authority.
- 57.4 The Authority may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof (including the licences granted at Clause 30) as it sees fit to a third party (**Transferee**) provided :
- 57.4.1 that any such assignment, novation or other disposal shall not materially increase the burden of the Supplier's obligations under the Contract;
 - 57.4.2 the Transferee is not a direct competitor of the Supplier in the provision of the same or similar services to the Services; and
 - 57.4.3 the Transferee is, in the reasonable opinion of the Authority, of good financial standing to meet the obligations of the Authority under this Contract.
- 57.5 If the rights and obligations of the Authority under the Contract are assigned, novated or otherwise disposed of pursuant to Clause 57.4 to a Transferee which is not a body of the Crown, or if there is a change in the legal status of the Authority such that it ceases to be a body of the Crown:

57.5.1 the Supplier shall have the right to terminate the Contract if the Transferee is subject to an Insolvency Event; and

57.5.2 the Transferee shall only be able to assign, novate or otherwise dispose its rights and obligations under the Contract or any part thereof with the Approval of the Supplier.

57.6 Any change in the legal status:

57.6.1 of the Authority such that it ceases to be a body of the Crown; and/or

57.6.2 of any other Commissioning Body, including by way of change of Control,

shall not affect the validity of this Contract and any of the rights granted to the Commissioning Bodies and, in such circumstances, the Contract and all rights granted shall bind and inure to the benefit of each successor body.

58. NOTICES

58.1 Any notice given under or in relation to the Contract shall be in writing by letter, (signed by or on behalf of the Party giving it) sent by hand, post, or recorded signed for delivery service, by electronic mail (confirmed by letter) to the address and for the attention of the relevant Party set out in Clause 58.4 or to such other address as that Party may have stipulated in accordance with Clause 58.4.

58.2 A notice shall be deemed to have been received:

58.2.1 if delivered personally, at the time of delivery;

58.2.2 in the case of pre-paid first class post, special or other recorded delivery two (2) Working Days from the date of posting; and

58.2.3 in the case of electronic communication two (2) Working Days after posting of a confirmation letter.

58.3 In proving service, it shall be sufficient to prove that personal delivery was made, or (including for the purposes of electronic mail confirmation letter) that the envelope containing the notice was addressed to the relevant Party set out in Clause 58.4 (or as otherwise notified by that Party) and delivered either to that address or into the custody of the postal authorities as pre-paid first class post, recorded signed-for delivery or pre-paid airmail letter.

58.4 For the purposes of Clause 58.1, the postal address and email address of each Party shall be:

58.4.1 for the Authority:

The Ministry of Justice
Address: Commercial and Contract Management (CCM) Directorate, Harcourt House,
Chancellor Court, 21 The Calls, Leeds LS2 7EH

For the attention of: Shelley Felix, Senior Commercial Manager

Tel: 0113 202 1028 or 07826 868807

Email: MoJProcurementLang@justice.gsi.gov.uk

58.4.2 for the Supplier:

The Language Shop, The London Borough of Newham

Address: Newham Dockside, 1000 Dockside Road, London E16 2QU

For the attention of: Jaimin Patel, Managing Director

Tel **REDACTED**

Email: **REDACTED**

58.5 Either Party may change its address for service by serving a notice in accordance with this Clause 58.

58.6 For the avoidance of doubt, any notice given under the Contract shall not be validly served if sent by electronic mail (email) and not confirmed by a letter.

59. RELATIONSHIP OF THE PARTIES

59.1 At all times during the Contract Period the Supplier shall be an independent Supplier and nothing in the Contract shall be construed as creating a partnership, a contract of employment or a relationship of principal and agent between the Authority and the Supplier and accordingly neither Party shall be authorised to act in the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by the terms of the Contract.

60. WAIVER

60.1 The rights and remedies provided by the Contract may be waived with written agreement of the Parties in a manner that expressly states that a waiver is intended, and such waiver shall only be operative with regard to the specific circumstances referred to.

60.2 No failure or delay by a Party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

61. SEVERABILITY

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

61.2 In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of the Contract, the Parties shall immediately commence negotiations in good faith to remedy the invalidity.

62. REMEDIES CUMULATIVE

62.1 Except as otherwise expressly provided by the Contract, all remedies available to either Party for breach of the Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not exclude the exercise of any other remedy.

63. ENTIRE AGREEMENT

63.1 The Contract constitutes the entire agreement between the Parties relating to the subject matter of the Contract. The Contract supersedes all prior negotiations 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 Fraud or fraudulent misrepresentation.

64. COUNTERPARTS

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

65. THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

65.1 Subject to Clauses 65.3 and 65.4, no term of this Contract is enforceable under the Contracts (Rights of Third Parties) Act 1999 (**CRTPA**) by a person who is not a Party to the Contract. This Clause 65.1 does not affect any right or remedy of any person which exists or is available otherwise than pursuant to the CRTPA and does not apply to the Crown.

65.2 The Parties agree that the Authority, on its own behalf and as agent for each of the other Commissioning Bodies, shall :

65.2.1 have conduct of all claims and disputes that may arise between the Commissioning Bodies and the Supplier;

65.2.2 have the right to enforce the terms, conditions, undertakings, representations, warranties and other provisions of the Contract; and

65.2.3 recover Loss suffered by any of the other Commissioning Bodies as if such Loss were suffered or incurred by the Authority

65.3 If and to the extent that the Authority is not able to recover a Loss incurred by another Commissioning Body under the provisions of Clause 65.2 in any instances where the claim is not, by operation of law or decision of a court, deemed to be enforceable by the Authority itself, that Commissioning Body shall be entitled to enforce the terms of the Contract against the Supplier in its own right in accordance with the provisions of the CRTPA even though the relevant Clause may be silent as to which person is intended to have the benefit of the relevant obligation, refer only to the Authority or not specifically identify another Commissioning Body provided that such claim shall be subject to the limits on liability set out in Clause 42.

65.4 The provisions of Clause 33 and Paragraph 2.1 and 2.3 of Part B and Paragraphs 1.4, 2.3 and 2.8 of Part C of Schedule 18 confer benefits on persons named in such provisions other than the Parties (each such person a **Third Party Beneficiary**) and are intended to be enforceable by Third Party Beneficiaries by virtue of the CRTPA.

65.5 The consent of each Commissioning Body (other than the Authority) or Third Party Beneficiary is not necessary for any variation to the Contract (including by way of Change Control Request) or termination of this Contract.

66. DISPUTE RESOLUTION

66.1 All disputes under this Contract shall be handled in accordance with this Clause 66. In seeking to resolve a dispute, the Parties shall act in good faith, including providing such documentation as the respective forum of the dispute may reasonably require.

66.2 Either Party may refer any dispute it may have with the other arising out of or in connection with the Contract to the Commercial and Contract Management Review Board for review.

66.3 If the dispute cannot be resolved by the Commercial and Contract Management Review Board pursuant to Clause 66.2 within ten (10) Working Days of it being referred to them, the matter shall be referred to the Strategic Board for review.

66.4 If the dispute cannot be resolved by the Strategic Board within fifteen (15) Working Days of it being referred to them, the dispute shall be referred to mediation pursuant to the procedure set out in Clause 66.5 unless the Parties agree that the dispute is not suitable for resolution by mediation.

- 66.5 The procedure for mediation and consequential provisions relating to mediation are as follows:
- 66.5.1 a neutral adviser or mediator (**Mediator**) shall be chosen by agreement between the Parties or, if they are unable to agree upon a Mediator within ten (10) Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall within ten (10) Working Days from the date of the proposal to appoint a Mediator or within ten (10) Working Days of notice to either Party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution to appoint a Mediator;
 - 66.5.2 the Parties shall within ten (10) Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the Parties may at any stage seek assistance from the Centre for Effective Dispute Resolution or other mediation provider to provide guidance on a suitable procedure;
 - 66.5.3 unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings;
 - 66.5.4 if the Parties reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on the Parties once it is signed by their duly authorised representatives;
 - 66.5.5 failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative written opinion. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the Approval of both Parties; and
 - 66.5.6 if the Parties fail to reach agreement in the structured negotiations within sixty (60) Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the courts unless the dispute is referred to arbitration pursuant to the procedures set out in Clause 66.6.
- 66.6 Subject to Clause 66.9, the Parties shall not institute court proceedings until the procedure set out in Clauses 66.2 to 66.5 (inclusive) have been completed save that:
- 66.6.1 the Authority may at any time before court proceedings are commenced, serve a notice on the Supplier requiring the dispute to be referred to and resolved by arbitration in accordance with Clause 66.7;
 - 66.6.2 if the Supplier intends to commence court proceedings, it shall serve written notice on the Authority of its intentions and the Authority shall have twenty-one (21) days following receipt of such notice to serve a reply on the Supplier requiring the dispute to be referred to and resolved by arbitration in accordance with the provisions of Clause 66.7; and
 - 66.6.3 the Supplier may request by notice in writing to the Authority that any dispute be referred and resolved by arbitration in accordance with the provisions of Clause 66.7, to which the Authority may consent as it sees fit.
- 66.7 In the event that any arbitration proceedings are commenced pursuant to Clause 66.6:
- 66.7.1 the arbitration shall be governed by the provisions of the Arbitration Act 1996;
 - 66.7.2 the Authority shall give a written notice of arbitration to the Supplier (**Arbitration Notice**) stating:

- (a) that the dispute is referred to arbitration; and
- (b) providing details of the issues to be resolved;

- 66.7.3 the London Court of International Arbitration (**LCIA**) procedural rules in force at the date that the dispute was referred to arbitration in accordance with Clause 66.6 shall be applied and are deemed to be incorporated by reference to the Contract and the decision of the arbitrator shall be binding on the Parties in the absence of any material failure to comply with such rules;
 - 66.7.4 the tribunal shall consist of a sole arbitrator to be agreed by the Parties;
 - 66.7.5 if the Parties fail to agree the appointment of the arbitrator within ten (10) days of the Arbitration Notice being issued by the Authority under Clause 66.6 or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;
 - 66.7.6 the arbitration proceedings shall take place in London and in the English language; and
 - 66.7.7 the arbitration proceedings shall be governed by, and interpreted in accordance with, English law.
- 66.8 The obligations of the Parties under the Contract shall not cease, or be suspended or delayed by the reference of a dispute to mediation (or arbitration) and the Supplier and the Supplier's Personnel shall comply fully with the requirements of the Contract at all times.
- 66.9 Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of the competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.
- 66.10 The Supplier acknowledges that the Authority has procured services from Language Services Suppliers, in respect of the provision of language services. The Supplier agrees that:
- 66.10.1 in the event the Authority is in dispute with one of the Language Services Suppliers, the Authority may request the Supplier to attend meetings in respect of such dispute from time to time, which the Supplier shall do at its own cost;
 - 66.10.2 following a request from the Authority, acting reasonably, it will use its reasonable endeavours to assist the Authority in resolving any dispute between the Authority and one of the Language Services Suppliers; and
 - 66.10.3 it will not object to one of the Language Services Suppliers becoming a party alongside the Authority to a dispute it may have with the Supplier and which may be progressed under this Contract.

67. GOVERNING LAW

- 67.1 Subject to the provisions of Clause 66, the Authority and the Supplier accept the exclusive jurisdiction of the English courts and agree that the Contract and all non-contractual obligations and other matters arising from or connected with it are to be governed and construed according to English Law.

Signed for and on behalf of **The Secretary of State
for Justice**

.....
Signature

.....

.....

.....
Date

Signed for and on behalf of **The London Borough
of Newham**

.....
Signature

Assistant Chief Executive

Douglas Trainer.....

.....
Date

SCHEDULE 1

Commissioning Bodies

Part A

Body	Type of Body
National Offender Management Service	Executive agency of the Ministry of Justice
HM Courts and Tribunals Service	Executive agency of the Ministry of Justice
Legal Aid Agency	Executive agency of the Ministry of Justice
Criminal Injuries Compensation Authority	Executive agency of the Ministry of Justice
Office of the Public Guardian	Executive agency of the Ministry of Justice
Youth Justice Board	Executive non-departmental public body
Parole Board	Executive non-departmental public body
Judicial Appointments Commission	Executive non-departmental public body
Criminal Cases Review Commission	Executive non-departmental public body
Sentencing Council	Advisory non-departmental public body
Law Commission	Advisory non-departmental public body
Independent Monitoring Boards	Non-departmental public bodies
National Archives	Non-ministerial department and executive agency of the Department for Culture Media and Sport
HM Inspectorate of Probation	Independent inspectorate
HM Inspectorate of Prisons for England and Wales	Independent inspectorate
Prisons and Probation Ombudsman	Independent ombudsman
Victims' Commissioner	Independent statutory office holder
Crown Prosecution Service	Statutory body
The Salvation Army	Charity

Part B

Body	Type of Body
Any non-departmental public body of the Ministry of Justice, other than those listed in Part A of this Schedule 1, whether or not it is in existence as at the date of this Contract.	Executive agencies
Any non-departmental public body of the Ministry of Justice, whether or not it is in existence as at the date of this Contract	Non-departmental public bodies
All Police and Crime Commissioners of England and Wales and their forces	Police and Crime Commissioners and police forces
All law enforcement agencies of England and Wales	Law enforcement agencies
Legal Ombudsman for England and Wales	Independent ombudsman
Official Solicitor and Public Trustee	Independent statutory office holders
Community Rehabilitation Companies	Private companies
Operators of private prisons	Private companies
Other private organisations which provide services in the justice sector	Private companies, charities, etc

SCHEDULE 2

Service Specification

1 GENERAL REQUIREMENTS

- 1.1 This Schedule should be read in conjunction with Annex 3 which sets out the interaction journey for Language Services.
- 1.2 In providing the Services, the Supplier shall provide assurance to Commissioning Bodies that Language Professionals used by the Language Services Suppliers have the appropriate qualifications (as described in Annex 1a and Annex 1b), skills and experience to provide Language Services to the standard required by the Authority and each Language Services Supplier (as referred to in Paragraph 4.9) and in accordance with Article 2.8 and Article 3.9 of the Directive as set out below:
- 1.2.1 Article 2(8): Interpretation provided under this Article shall be of a quality sufficient to safeguard the fairness of the proceedings, in particular by ensuring that suspected or accused persons have knowledge of the case against them and are able to exercise their right of defence.
- 1.2.2 Article 3(9): Translation provided under this Article shall be of a quality sufficient to safeguard the fairness of the proceedings, in particular by ensuring that suspected or accused persons have knowledge of the case against them and are able to exercise their right of defence.
- 1.3 The Supplier agrees that, if in relation to the provision of the Services in accordance with this Schedule it is required to obtain the agreement, confirmation, acceptance or approval of the Authority or other Commissioning Body, such agreement, confirmation, acceptance or approval shall be taken to have been obtained only if given by the Authority or other relevant Commissioning Body in writing, including via a secure online portal, and (if given verbally) once it has been confirmed in writing.

2 ASSURANCE OF THE ONBOARDING PROCESS OF LANGUAGE SERVICE SUPPLIER(S)

- 2.1 The Supplier shall provide independent annual assurance of the Onboarding Process of Language Professionals used by the Language Services Supplier(s) in order to provide the Authority with assurance that the Onboarding Process is robust and provides the right quality resource required to deliver Language Services.
- 2.2 The annual assurance of the Onboarding Process for the Language Services Supplier(s) will include a review of their Onboarding Process which will encapsulate:
- 2.2.1 an Onboarding Process flow, which will include how Language Professionals' Qualification Levels, Security Level, right to work evidence, and all other items included in the Language Services Supplier's Onboarding Process, are checked and approved;
- 2.2.2 written confirmation that the Onboarding Process of the Language Services Supplier(s) (including the way it is applied) remains in accordance with accepted good industry practice;
- 2.2.3 a written summary of changes since the last annual assurance to the Register used by the Language Services Supplier(s);
- 2.2.4 how the Onboarding Process used by the Language Services Supplier(s) supports the provision of the Authority's required standard of Language Professional, including as set out in Annex 1A and Annex 1B.

- 2.3 The Supplier shall provide the first assurance of the Language Services Supplier(s) Onboarding Process within six (6) months of the Services Commencement Date.
- 2.4 Thereafter, the Supplier shall provide to the Authority an annual written assurance of the Language Services Supplier(s) Onboarding Process at a timescale to be mutually agreed with the Authority but no less frequently than annually.

3 REGISTER OF LANGUAGE PROFESSIONALS

- 3.1 The Supplier shall maintain and update the Register on behalf of the Authority, to ensure compliance by the Authority with Article 5(2) of the Directive, which states:

Article 5(2): Member States shall endeavour to establish a register or registers of independent translators and interpreters who are appropriately qualified. These registers shall be made available to legal counsel and relevant authorities.

- 3.2 The Supplier shall ensure that the Register contains as a minimum the following information:
- 3.2.1 the name of all Language Professionals eligible to provide Language Services;
 - 3.2.2 a unique reference number for each Language Professional;
 - 3.2.3 the qualifications of each Language Professionals;
 - 3.2.4 the security clearance level of each Language Professionals; and
 - 3.2.5 the hours of Language Services performed and the sectors they were performed in by each such Language Professional broken down in the following ranges:
 - (a) 100 to 200 hours;
 - (b) 200 to 300 hours;
 - (c) 300 to 400 hours; and
 - (d) 400+ hours; and
 - 3.2.6 the assessment history for each Language Professional.
- 3.3 The Supplier shall notify the Authority within twenty four (24) hours in the event that the Supplier becomes aware that a Language Professional has been suspended or removed from the Register, including details as to the reason for the suspension or removal and any supporting information in relation to the planned quality assurance process at Paragraph 4.
- 3.4 The Supplier shall update the Register with information which may be provided by the Language Services Supplier(s) and/or Commissioning Bodies from time to time and publish the up to date version of the Published Register on its Website, including where a Language Professional has been removed from the Services, in which case the Supplier shall update the Register within twenty four (24) hours of becoming aware of this.
- 3.5 The Supplier shall promptly and, in any event, within five (5) Working Days of a request make the up to date version of the Published Register (which may or may not have yet been published on the Supplier's Website) available to any Commissioning Body and any other public sector organisation operating in the justice sector.

4 PLANNED QUALITY ASSURANCE

- 4.1 The Supplier shall quality assure the Language Services provided by the Language Services Suppliers (and Language Services Professionals) to Commissioning Bodies through:

- 4.1.1 a planned programme of **Mystery Shopping Assessments**;
 - 4.1.2 **Spot Check Assessments** as directed by Commissioning Bodies in accordance with Paragraph 4.5; and
 - 4.1.3 **In Person Assessments**.
- 4.2 The Supplier shall provide a draft planned programme of Mystery Shopping Assessments to the Authority during the Transition Period. The Authority shall notify the Supplier whether or not it approves the draft programme and, where the Authority does not approve the draft programme, it shall provide comments on the draft programme. The Supplier shall promptly address the comments in an updated draft programme and provide such updated draft programme to the Authority. This process shall be repeated until the draft programme is approved by the Authority. Thereafter, the Supplier shall update the programme quarterly and this process shall apply to each update of the programme.
- 4.3 In order to prepare the planned programme of Mystery Shopping Assessments, the Supplier shall, for the first year of the Contract Period, use information provided by the Authority of Language Services which have been provided and which are due to take place and, from the second year of the Contract Period, obtain from the Language Services Suppliers details of Language Services which have been provided and which are due to take place on a quarterly basis and, in both cases, from these, shall ensure that the programme includes:
- 4.3.1 no less than 1% of all assignments completed by the Former Supplier (for the first year of the Contract Period) or Bookings made for each of the Language Services Suppliers (for the second year of the Contract Period onwards); and
 - 4.3.2 a reasonable cross-section of types of Language Services including a range of languages and interpretation methods, Qualification Levels, Complexity Levels, Commissioning Bodies and Locations.
- 4.4 In preparing the programme of Mystery Shopping Assessments the Supplier shall seek to assess the broadest number of Language Professionals over the term of the Contract Period.
- 4.5 If so directed by the Authority, the Supplier shall carry out Spot Check Assessments. The Supplier may request the Authority to direct the carrying out of such a Spot Check Assessment if the Supplier has received a complaint either direct to the Supplier or via a Language Services Supplier. The Authority may direct that a Spot Check Assessment be carried out whether or not a complaint has been made. A Spot Check Assessment shall not be carried out unless directed by the Authority. Any Spot Check Assessment shall be carried out at the next Booking assigned to the Language Professional who caused the complaint, or within five (5) Working Days of receipt of the recording where this was the source of complaint. Where the relevant complaint relates to the services provided by the Lot 2 Supplier, the Supplier shall carry out the Spot Check Assessment within five (5) Working Days of receipt of the translated or transcribed assignment relating to the complaint.
- 4.6 Where a Spot Check Assessment directed by the Authority is not possible because of (for example only) access restrictions, the Supplier will notify Authority which will consider if an 'In Person Assessment' is appropriate.
- 4.7 An In Person Assessment will be an acceptable alternative to a Spot Check Assessment, only if the Authority provides its explicit approval. Where such approval is provided, an In Person Assessment shall then take place for all complaints in accordance with the requirements at Paragraph 5.1.
- 4.8 To complete a Mystery Shopping Assessment or Spot Check Assessment, the Supplier may:
- 4.8.1 attend the location of delivery of a Booking to observe and listen to the interpreting as it takes place;
 - 4.8.2 where available, listen to delivery of a Booking on the telephone;

- 4.8.3 where available, listen to a recording of delivery of a Booking made on the telephone;
 - 4.8.4 observe and listen to delivery of a Booking by video;
 - 4.8.5 observe and listen to a recording of a Booking that had been delivered by video, in each case where attendance or listening in is permitted by Law, where recordings are available and with the express permission of the of the judiciary where required.
- 4.9 Each Mystery Shopping Assessment, Spot Check Assessment or In Person Assessment will assess whether the matters assessed meet the standard required by the Authority and the Language Services Supplier, including under the Authority Code of Conduct and/or Article 2.8 and Article 3.9 of the Directive. The matters assessed will include but will not be limited to:
- 4.9.1 the quality and accuracy of the Language Services;
 - 4.9.2 the appropriateness of the engagement, body language and demeanour of the Language Professional (recognising that the extent to which this can be observed is dependent on the type of assignment and venue);
 - 4.9.3 the Language Professional's adherence to the Authority Code of Conduct;
 - 4.9.4 the Language Professional's qualifications (including that they meet the qualification requirements of the relevant Qualification Level), security level, Right to Work evidence and all other items included in the Language Service Suppliers' Onboarding process identified at Paragraph 2 above.
- 4.10 Within ten (10) Working Days of each Mystery Shopping Assessment and Spot Check Assessment, the Supplier shall:
- 4.10.1 provide to the Authority, and, where a complaint relates to a particular Commissioning Body, that Commissioning Body; and the relevant Language Services Supplier a written report including all relevant observations and, where necessary, recommendations to improve performance of a Language Professional; and
 - 4.10.2 unless the Authority has notified the Supplier not to do so within five (5) Working Days of receipt of the report pursuant to Paragraph 4.10.1, provide to the Language Professional a summary of the report referred to in Paragraph 4.10.1.
- 4.11 The Supplier shall provide to the Authority on an annual basis a report that summarises the Quality Assurance process outcomes of the Mystery Shopping Assessments for the preceding year and makes recommendations on the qualification requirements of Language Professionals used the by Language Services Supplier(s). The report shall provide details of the following as a minimum:
- (a) the number of Mystery Shopping Assessments undertaken in the period;
 - (b) the number of Spot Check Assessments undertaken in the period;
 - (c) the number of In Person Assessments undertaken in the period; and
 - (d) the number of assessments resulting in a development plan for a Language Professional.

5 IN PERSON ASSESSMENTS

- 5.1 Where the Supplier considers that the standard of the matters assessed at a Mystery Shopping Assessment or Spot Check Assessment fails to meet the standard referred to in Paragraph 4.9, the Supplier shall, within 24 hours of the Mystery Shopping Assessment or Spot Check Assessment, notify the Authority and the relevant Language Services Supplier of this, giving the name of the Language Professional, the assignment or Booking assessed, the reasons for the Supplier's conclusion and (unless otherwise agreed to by the Authority) requesting that the Language Services

Supplier immediately ceases to use the Language Professional in delivering Language Services (other than for the purpose of an In Person Assessment) pending further assessment.

- 5.2 The Supplier acknowledges that each Language Professional referred to in Paragraph 5.1 is suspended from the provision of the Services and shall update the Register pursuant to Paragraph 3.4 to reflect this until such time they pass either the first or second In Person Assessment.
- 5.3 In relation to each Language Professional referred to in Paragraph 5.1, the Supplier shall undertake the first In Person Assessment within ten (10) Working Days following notification by the Supplier pursuant to Paragraph 5.1.
- 5.4 Each In Person Assessment will take place in person and shall include but shall not be limited to those matters referred to in Paragraph 4.9.
- 5.5 The Supplier shall:
 - 5.5.1 within two (2) Working Days of an In Person Assessment, notify the Authority, and, where the complaint relates to a Booking for a Commissioning Body, the Commissioning Body, and the relevant Language Services Supplier of the outcome; and
 - 5.5.2 unless the Authority has notified the Supplier not to do so within two (2) Working Days of receipt of the notification pursuant to Paragraph 5.5.1, notify the Language Professional of the outcome.

6 FAILURE OF FIRST IN PERSON ASSESSMENT

- 6.1 If, following an In Person Assessment, the Supplier considers that a Language Professional fails to meet the standard referred to in Paragraph 5.1, the Supplier will suspend the Language Professional from the Register and notify the Language Services Supplier that the Language Professional is therefore unable to be involved in the provision of Language Services and the Supplier shall, in consultation with the Language Professional and the relevant Language Services Supplier, within five (5) Working Days of the In Person Assessment provide a development plan for the Language Professional and shall provide a copy to the relevant Language Services Supplier.
- 6.2 Where a Language Professional has failed the first In Person Assessment that Language Professional will only be permitted to provide Language Services following a second In Person Assessment, which shall be undertaken by the Supplier at the request of the Authority, which concludes that the Language Professional can be reinstated to the Register and the Supplier shall:
 - 6.2.1 within two (2) Working Days of the second In Person Assessment, notify the Authority, and, where the complaint relates to a Booking by a Commissioning Body, that Commissioning Body, and the relevant Language Services Supplier of the outcome; and
 - 6.2.2 unless the Authority has notified the Supplier not to do so within two (2) Working Days of receipt of the notification pursuant to Paragraph 6.2.1, notify the Language Professional of the outcome.
- 6.3 Where a Language Professional has been subject to an In Person Assessment and subsequently reinstated to provide Language Services, the Supplier shall undertake a Mystery Shopping Assessment of that Language Professional as part of the planned programme of Mystery Shopping Assessments within six (6) Months of the reinstatement.
- 6.4 The Supplier shall retain and make available all documentation and evidence which may be required in the event of an appeal under Paragraph 8.

7 SECOND IN PERSON ASSESSMENT

- 7.1 If, following an In Person Assessment, the Supplier considers that a Language Professional meets the standard referred to in Paragraph 4.9, the Supplier's notification pursuant to Paragraph 6.2 shall recommend that the Language Services Supplier can use the Language Professional in delivering Language Services and they will be reinstated to the Register.
- 7.2 If, following the second In Person Assessment, the Supplier considers that a Language Professional fails to meet the standard referred to in Paragraph 4.9, the Supplier's notification pursuant to Paragraph 6.2 shall recommend that the Language Services Supplier cannot use the Language Professional in delivering Language Services and the Language Professional will be removed from the Register.
- 7.3 The Supplier will notify the Authority, the Language Professional and the Language Services Supplier(s) that the Language Professional has been removed from the Register within two (2) Working Days of failing the second In Person Assessment.

8 IN PERSON ASSESSMENT APPEALS

- 8.1 The Supplier shall provide a process for Language Professionals to appeal against a decision by the Supplier not to reinstate them to provide Language Services following an In Person Assessment, which must as a minimum include:
- 8.1.1 a review of the outcome, produced by another qualified assessor; and;
 - 8.1.2 an opportunity for the Language Professional to undertake one (1) further In Person Assessment with a different assessor should they wish to do so and at their own expense. The fee payable by the Language Professional shall be no greater than the fee charged to the Authority.
- 8.2 The Supplier shall include details of the appeal process and costs of the further In Person Assessment with the notification provided to the Language Professional pursuant to Paragraph 6.2.
- 8.3 The Supplier shall provide to the Authority a summary of the appeals received each Month.

9 QUALITY ASSURANCE ASSESSORS

- 9.1 The Supplier shall provide suitably qualified expert resource to carry out the Mystery Shopping Assessments, Spot Check Assessments and In Person Assessments.
- 9.2 The Supplier shall ensure the resources used to conduct Mystery Shopping Assessments, Spot Check Assessments and In Persons Assessments are completely independent and act impartially at all times throughout and beyond the assessment process.
- 9.3 The Supplier shall keep a record of a conflict of interest certificate for each assessor which shall declare as a minimum that:
- 9.3.1 the assessor has no personal relationship with the Language Professional they plan to assess;
 - 9.3.2 the assessor has no prior knowledge or interest in the assessment event; and
 - 9.3.3 the assessor will abide by the Authority Code of Conduct throughout the assessment process.

10 AD HOC AUDIT

- 10.1 The Supplier shall audit specific aspects of the Language Services provided by the Language Services Suppliers on an ad hoc basis as requested by the Authority (and in requesting such an audit the Authority shall provide terms of references, objectives and deliverables).

11 REFERRED COMPLAINTS FROM LANGUAGE SERVICES SUPPLIERS

- 11.1 The Supplier shall investigate complaints received from third parties relating to the quality, standard or competence of Language Services from Language Services Suppliers, including alleged breaches of the Authority Code of Conduct by Language Professionals.
- 11.2 The Supplier shall develop and maintain an effective procedure to deal with complaints received pursuant to Paragraph 11.1 regarding the standard of services provided by the Language Services Supplier(s).
- 11.3 Within five (5) Working Days of receipt of a complaint in accordance with Paragraph 11.1, the Supplier shall investigate the complaint and report its findings to the Authority and the relevant Language Services Supplier with proposals on actions to be taken.
- 11.4 The Supplier shall undertake a Spot Check Assessment in relation to all complaints received in relation to a Language Professional's competence at the next booking assigned to the Language Professional who caused the complaint.
- 11.5 The Supplier shall maintain a record of all complaints received and actions taken and shall provide this to the Authority with relevant summary data in accordance with Schedule 9.
- 11.6 The record of complaints will record the number and type of complaints using the following categories:

11.6.1 General

- (a) failure to supply a Language Professional
- (b) Language Professional did not attend
- (c) contact centre communications issues
- (d) Portal issues (technical)
- (e) Website issues (technical)

11.6.2 Financial

- (a) incorrect times recorded for the booking
- (b) financial reports are unavailable

11.6.3 Quality

- (a) any breach of the Authority Code of Conduct
- (b) interpreting or translation issues
- (c) lateness.

12 WEBSITE

- 12.1 The Supplier shall host a publically accessible Website providing access to key information and resources relating to the Services.
- 12.2 The Website must be accessible from the Services Commencement Date by Language Professionals, all Commissioning Bodies and the general public to view information including;

- 12.2.1 concise summaries of the Services provided to the Authority under this Contract;
 - 12.2.2 glossaries of commonly used terminology;
 - 12.2.3 the Authority Code of Conduct; and
 - 12.2.4 guidance on the Supplier's complaints process.
- 12.3 In the event of planned Website unavailability, the Supplier shall notify all Commissioning Bodies no later than five (5) Working Days in advance of any work which could affect functionality and/or availability of the Website detailing the intended duration of the work.
- 12.4 The Supplier shall use best endeavours to ensure that upgrade or maintenance work that may affect functionality and/or availability of the Website is undertaken outside of Normal Working Hours.
- 12.5 In the event of unplanned Website unavailability the Supplier shall, within one hour of becoming aware that it is not available, notify all Commissioning Bodies of the action being taken to restore the Website. Thereafter regular updates (to be agreed with the Authority) should be provided until the Website availability is resumed.

13 FEEDBACK

- 13.1 The Supplier shall create and implement an interactive and accessible method of collecting feedback from end users of the Language Services Suppliers to measure satisfaction with the Language Services provided and provide quality assurance to the Authority.
- 13.2 The Supplier shall analyse feedback received from end users of Language Services pursuant to its feedback process and shall provide such feedback to Language Services Suppliers to whom the feedback relates and provide copies of this feedback to the Authority.
- 13.3 The Supplier shall undertake a customer survey of all Commissioning Bodies, end users of Language Services and any other person involved in Language Services on a quarterly basis to measure satisfaction with the Language Services and shall provide to each Language Services Supplier:
- 13.3.1 results of the survey relevant to that Language Services Supplier; and
 - 13.3.2 identified areas and recommendations for improvement.
- 13.4 The Supplier shall provide to the Authority on a quarterly basis a summary of feedback which highlights trends in negative and positive performance.

14 PROFESSIONAL DEVELOPMENT FOR PART QUALIFIED INTERPRETERS

- 14.1 The Supplier shall, in co-operation and conjunction with the Lot 1 Supplier, develop the Trainee Scheme which it will administer on behalf of the Authority. The Trainee Scheme will be reviewed by and subject to the approval of the Authority.
- 14.2 In designing the Trainee Scheme the Supplier will specifically target and consider those language and locations where fulfilment of Bookings is the lowest.
- 14.3 The primary objective of the Trainee Scheme shall be to increase the resource available to the Language Services Supplier(s) in pursuit of fulfilling Commissioning Body Bookings.
- 14.4 The Trainee Scheme will provide one or more clear, structured and flexible pathways for part qualified Language Professionals to become qualified within specified timescales.

- 14.5 The Supplier shall assess the suitability of potential trainees for the Trainee Scheme.
- 14.6 The Supplier shall provide advice and support to trainees for the period they are on the Trainee Scheme.
- 14.7 The Supplier shall maintain management records in relation to the Trainee Scheme including but not limited to:
- 14.7.1 the number of new entrants onto the Trainee Scheme;
 - 14.7.2 the number of trainees moving up the Qualification Levels;
 - 14.7.3 stakeholder feedback regarding the Trainee Scheme;
 - 14.7.4 trainee feedback regarding the Trainee Scheme.
- 14.8 The Supplier shall provide Management Information on the number of new entrants to the Trainee Scheme, the number of trainees moving up through Qualification Levels and other relevant data to the Authority in accordance with Schedule 9.
- 14.9 The Supplier shall provide a summary of feedback from stakeholders on the Trainee Scheme to the Authority on an annual basis.
- 14.10 The Supplier shall jointly promote (with the Language Services Supplier) and encourage participation in any other trainee or apprentice scheme provided by the Language Services Suppliers at point of registration and through industry and academic networks and events.
- 14.11 The Supplier shall monitor performance of any other trainee or apprentice scheme provided by the Language Services Suppliers and report progress to the Authority on an annual basis.

15 COOPERATION WITH LANGUAGE SERVICES SUPPLIERS

- 15.1 The Supplier shall in delivering the Services co-operate with the Language Services Suppliers.
- 15.2 The Supplier will treat all information provided by the Language Services Suppliers in confidence and shall not disclose it to any person other than as required pursuant to this Contract or as otherwise directed by the Authority.
- 15.3 The Supplier shall store all information provided by the Language Services Suppliers and otherwise pursuant to this Contract in accordance with Schedule 14.

16 COMPLAINTS PROCESS

- 16.1 The Supplier shall from the Services Commencement Date have in place and operate robust and auditable procedures to record, process and resolve complaints or problems raised by Commissioning Bodies, Language Services Suppliers and Language Professionals in relation to the Quality Assurances Services provided. These procedures will be provided to the Authority in draft as part of the Transition Plan for approval by the Authority during the Transition Period and will thereafter be regularly reviewed and any changes reviewed by and agreed with the Authority.
- 16.2 The Supplier shall provide clear guidance to Commissioning Bodies and Language Service Professionals on their complaints process.
- 16.3 The Supplier shall provide a clear route for complaints to be made by parties other than the Commissioning Body, including written instructions for defendants where required. The Supplier shall provide clear guidance on the complaints process on the Website provided pursuant to Paragraph 12, which shall include instructions on how to report complaints to a Commissioning Body and the Supplier.

- 16.4 The Supplier shall ensure that the complaints process allows for the identification and tracking of complaints from initiation to resolution. Details of such complaints and proposed and/or completed corrective action will be reviewed at all contract management and review meetings.
- 16.5 The Supplier shall maintain a full record of:
- 16.5.1 all complaints raised, categorised as follows;
- 16.5.2 **General**
- (a) contact centre communications issues
 - (b) Portal issues (technical)
 - (c) Website issues (technical)
 - (d) account management issues
 - (e) Supplier's personnel performing the assessments
- 16.5.3 **Financial**
- (a) financial reports are unavailable
- 16.5.4 **Quality**
- (a) any breach of the Authority Code of Conduct
 - (b) lateness
- 16.5.5 **Other**
- (a) the escalation within its own organisation;
 - (b) any response provided;
 - (c) the resolution status of each complaint;
 - (d) the action taken in response to the complaint; and
 - (e) timescales for responding to and resolving complaints.
- 16.6 The Supplier shall ensure that all complaints are resolved in a professional and efficient manner.
- 16.7 All complaints made by a Commissioning Body must be acknowledged by the Supplier within 24 hours of the complaint being received by the Supplier. Thereafter, updates on how the Supplier is proactively working to seek a resolution of the complaint should be provided by the Supplier to the relevant Commissioning Body on request.
- 16.8 The Supplier shall retain and provide information on all complaints made, as required by Schedule 9.
- 16.9 The level and nature of complaints arising, and the proposed corrective action or that under way or completed shall be reviewed by the Supplier and the Authority periodically, as appropriate according to the numbers of complaints arising, and in any event at intervals of not less than three (3) months.

16.10 The Authority may discuss with the Supplier delivery performance and address any concerns that may exist around the number of complaints or quality of the service provided at contract review meetings or as otherwise required by the Authority.

17 DATA PROVISION

17.1 The Supplier shall respond to ad hoc data requests in relation to FOIA requests, Parliamentary Questions or other official briefings within two (2) Working Days of the requests.

ANNEX 1A

Urgency Types, Security Levels and Complexity Levels

Part 1

Lot 1 Supplier

Table 1

Method of Interpretation	Security Levels (as defined in Table 2)	Complexity Levels (as defined in Table 3)
Face to face	SL1 SL2 SL3 SL4 SL5	Complex - Written Complex - Other Standard
Telephone	SL1 SL2 SL3 SL4 SL5	Standard
Video	SL1 SL2 SL3 SL4 SL5	Complex - Written Complex - Other Standard

Table 2

Security Level	Definition
SL1	Security clearance to baseline personnel security standard.
SL2	Security clearance to counter terrorism check standard.
SL3	Security clearance to security check standard.
SL4	Security clearance to developed vetting standard.
SL5	Security clearance to non-police personal vetting level 3 standard.

Table 3

Complexity Level	Definition
Complex Written	<p>Either:</p> <ul style="list-style-type: none"> • where specified as Complex – Written by the relevant Commissioning Body in the Booking; <p>or:</p> <ul style="list-style-type: none"> • where there is no Complexity Level specified in the Booking, the criteria for Standard do not apply and there is a requirement for written translation.
Complex - Other	<p>Either:</p> <ul style="list-style-type: none"> • where specified as Complex – Other by the relevant Commissioning Body in the Booking; <p>or:</p> <ul style="list-style-type: none"> • where there is no Complexity Level specified in the Booking, the criteria for Standard do not apply and there is no requirement for written translation.
Standard	<p>Either:</p> <ul style="list-style-type: none"> • where specified as Standard by the relevant Commissioning Body in the Booking; <p>or:</p> <ul style="list-style-type: none"> • where there is no Complexity Level specified in the Booking and: <ul style="list-style-type: none"> ○ the Booking does not involve the giving of evidence; and ○ any one of the following criteria have been identified at the point of Booking: <ul style="list-style-type: none"> ▪ first hearing; ▪ case management/setting a trial date;

	<ul style="list-style-type: none"> ▪ legal argument; ▪ application for bail; or ▪ the defendant/claimant has a good grasp of English.
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Part 2

Lot 2 Supplier

Table 1

Method of translation	Security Levels (as defined in Table 2)	Complexity Level (as defined in Table 3)
Written	SL1 SL2 SL3 SL4	Standard
Braille	SL1 SL2 SL3 SL4	Standard
Other formats (including large print, audio, video and pictorial English)	SL1 SL2 SL3 SL4	Standard

Table 2

Security Level	Definition
SL 1	Security clearance to baseline personnel security standard.
SL 2	Security clearance to counter terrorism check standard.
SL 3	Security clearance to security check standard.

SL 4	Security clearance to developed vetting standard.
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Table 3

Complexity Level	Definition
Standard	All Assignments shall be deemed to be of a Complexity Level of Standard.

Part 3: Lot 3 Supplier

Table 1

Method interpretation	of	Security Levels (as defined in Table 2)	Complexity Level (as defined in Table 3)
Face to face		SL1	Complex Standard
		SL2	
		SL3	
		SL4	
		SL5	
Video		SL1	Complex Standard
		SL2	
		SL3	
		SL4	
		SL5	

Table 2

Security Level	Definition
SL1	Security clearance to baseline personnel security standard.
SL2	Security clearance to counter terrorism check standard.
SL3	Security clearance to security check standard.
SL4	Security clearance to developed vetting standard.
SL5	Security clearance to non-police personal vetting level 3 standard.

Table 3

Complexity Level	Definition
Complex	Speech to Text Reporters Lip Speaker
Standard	British Sign Language and all others, except Speech to Text Reporters and Lip Speaker

ANNEX 1B Qualification Levels

This Annex sets out the minimum level of qualification a Language Professional is required to have in order to work on each Complexity Level of Bookings.

Lot 1 Supplier

In the purposes of the Qualification Levels for the Lot 1 Supplier, the following words have the following meanings unless otherwise provided or the context otherwise requires:

English Proficiency Test	the Cambridge Proficiency Test or other suitable equivalent.
Primary Language	a first language, native language or mother tongue, being the language learnt from birth or that which is spoken best by the person and, for the avoidance of doubt, a person can have more than one primary language.
Rare Language	means a language for which there is no qualification of Diploma in Public Service Interpreting (DPSI).
Relevant Language	the language other than English for which interpretation services are required for a Booking.

1. Complex Written

- 1.1 To work on a Complex Written Booking for a language other than a Rare Language, a Language Professional must have obtained at least one of the qualifications in table 1 below.
- 1.2 To work on a Complex Written Booking for a Rare Language:
 - 1.2.1 the Primary Language of the Language Professional must be the Relevant Language or the Language Professional must have sufficient ability to communicate in the Relevant Language;
 - 1.2.2 the Language Professional must have provided at least one hundred (100) hours of interpretation services in the Relevant Language, which must include some spoken and some written;
 - 1.2.3 the Language Professional must either:
 - (a) have obtained at least one of the qualifications in table 2 or table 3 below; or
 - (b) either:
 - (i) have passed the English Proficiency Test; or
 - (ii) the Primary Language of the Language Professional is English; and
 - 1.2.4 the Language Professional must have provided suitable references; and
 - 1.2.5 the Supplier must have obtained the prior consent of the Commissioning Body to the use of the Language Professional for the Booking.

2. Complex Other

- 2.1 To work on a Complex Other Booking for a language other than a Rare Language:

- 2.1.1 the Language Professional must meet the requirements set out in Paragraph 1.1; or
- 2.1.2 where the Primary Language of the Language Professional is English:
 - (a) the Language Professional must have obtained at least one of the qualifications in table 3 below and the qualification must have featured the Relevant Language as part of the course; and
 - (b) the Language Professional must have provided at least one hundred (100) hours of interpretation services in the Relevant Language; or
- 2.1.3 where the Primary Language of the Language Professional is a language other than English:
 - (a) the Language Professional must have obtained at least one of the qualifications in table 2 below, either:
 - (i) in the United Kingdom; or
 - (ii) where the qualification was obtained outside of the United Kingdom, the qualification must have featured English as part of the course; and
 - (b) the Language Professional must have provided at least one hundred (100) hours of interpretation services in the Relevant Language.

2.2 To work on a Complex Other Booking for a Rare Language:

- 2.2.1 the Language Professional must meet the requirements of Paragraph 1.2; or
- 2.2.2 the Primary Language of the Language Professional must be the Relevant Language or the Language Professional must have sufficient ability to communicate in the Relevant Language and either:
 - (a) the Language Professional must have provided at least fifty (50) hours of interpretation services in the Relevant Language; or
 - (b) the Language Professional must either:
 - (i) have obtained at least one of the qualifications in table 2 or table 3 below; or
 - (ii) either:
 - (1) have passed the English Proficiency Test; or
 - (2) the Primary Language of the Language Professional is English; and
 - (c) the Language Professional must have provided suitable references.

3. Standard

- 3.1 To work on a Standard Booking for a language other than a Rare Language:
 - 3.1.1 the Language Professional must meet the requirements of Paragraphs 2.1.1, 2.1.2, 2.1.3; or
 - 3.1.2 where the Primary Language of the Language Professional is English, either:

- (a) the Language Professional must have obtained at least one of the qualifications in table 4 below; or
- (b) the Language Professional must:
 - (i) be enrolled on a course or have partially completed a course for at least one of the qualifications in table 4 below;
 - (ii) have completed all required modules for the relevant qualification as shall be notified by the Authority to the Supplier prior to the Services Commencement Date;
 - (iii) have provided at least one hundred (100) hours of interpretation services in the Relevant Language; and
 - (iv) have provided suitable references; or

3.1.3 where the Primary Language of the Language Professional is a language other than English:

- (a) the Relevant Language must be the Primary Language of the Language Professional or the Language Professional must have sufficient ability to communicate in the Relevant Language; and
- (b) either:
 - (i) the Language Professional must have obtained at least one of the qualifications in table 4 below either:
 - (A) in the United Kingdom; or
 - (B) where outside the United Kingdom, English must have featured as part of the course; or
 - (ii) the Language Professional must:
 - (A) be enrolled on a course or have partially completed a course for at least one of the qualifications in table 4 below either:
 - (1) in the United Kingdom; or
 - (2) where outside the United Kingdom, English must feature as part of the course;
 - (B) have completed all required modules for the relevant qualification as shall be notified by the Authority to the Supplier prior to the Services Commencement Date;
 - (C) have provided at least one hundred (100) hours of interpretation services in the Relevant Language; and
 - (D) have provided suitable references.

3.1.4 To work on a Standard Booking for a Rare Language:

- (a) the Language Professional must meet the requirements of Paragraphs 2.2.1 or 2.2.2; or

- (b) the Primary Language of the Language Professional must be the Relevant Language or the Language Professional must have sufficient ability to communicate in the Relevant Language and either;
 - (i) the Language Professional must have experience of providing interpretation services in the Relevant Language; or
 - (ii) the Language Professional must either:
 - (A) have obtained at least one of the qualifications in table 2 or table 3 below; or
 - (B) either:
 - (1) have passed the English Proficiency Test; or
 - (2) the Primary Language of the Language Professional is English; and
- (c) the Language Professional must have provided suitable references.

Table 1: Qualifications for Complex Written Bookings

Qualification
CCI (IOL)
DPSI (Law)
DPI (formerly Metropolitan Police Test)
Level 6 Diploma in Community Interpreting (International School of Linguists)

Table 2: Qualifications for Complex Written Bookings for Rare Languages, Complex Other Bookings, Complex Other Bookings for Rare Languages, Standard Bookings for rare languages – all where the Primary Language is a language other than English

BA in English
BA in Interpreting
BA in Interpreting & Translation
BA Linguistics
BA in Modern Languages
BA Philology
BA in Translation

Degree in English Language
Degree in English Philology
Diploma in English Philology
Degree in Linguistics
DPSI (Health)
DPSI (Law) Partial
DPSI (Local Govt.)
Language Related Degree where English features as part of the course
Language Related Diploma where English features as part of the course
MA in Teaching of English
Masters in Interpreting
Masters in Interpreting & Translation
Masters in Linguistics
DPI (formerly Metropolitan Police Test) Partial
Post Graduate Diploma in Interpreting
Post Graduate in Conference Interpreting

for

**Table 3:
Qualifications
Complex
Written
Bookings for
Rare
Languages,
Complex Other**

Bookings, Complex Other Bookings for Rare Languages, Standard Bookings for Rare Languages – all where the Primary Language is English

Qualification
BA in Interpreting
BA in Interpreting & Translation
BA Linguistics
Degree in Linguistics
BA in Modern Languages
BA Philology
BA in Translation
DPSI (Health)
DPSI (Law) Partial

DPSI (Local Govt.)
Language Related Degree (foreign language)
Language Related Diploma (foreign language)
Masters in Interpreting
Masters in Interpreting & Translation
Masters in Linguistics
DPI (formerly Metropolitan Police Test) Partial
Post Graduate Diploma in Interpreting
Post Graduate in Conference Interpreting

Table 4: Qualifications for Standard Bookings where the Primary Language is English and where the Primary Language is a language other than English

Qualification
AIT (formerly IAA)
Basic Interpreting Qualification
Community Interpreting Level 2
Community Interpreting Level 3
Community Interpreting Level 4
DPI (formerly Metropolitan Police Test) Unit Pass
DPSI (Health) Partial
DPSI (Law) Unit Pass
DPSI (Local Govt.) Partial
IND (Home Office)
UK Border Agency Certificate
Language Related Degree
Language Related Diploma

Lot 2 Supplier

In the purposes of the Qualification Levels for the Lot 2 Supplier, the following words have the following meanings unless otherwise provided or the context otherwise requires:

Primary Language	a first language, native language or mother tongue, being the language learnt from birth or that which is spoken best by the person and, for the avoidance of doubt, a person can have more than one primary language.
Source Language	the language in which the original document or recording which is to be translated or transcribed is expressed.
Target Language	the language into which the document or recording is being translated or transcribed.

1. A Language Professional may work on an Assignment for translation services only where their Primary Language is the Target Language or for a specified specialist alternative, including Braille, pictorial English and large print documents.
2. To work on an Assignment:
 - 2.1 the Language Professional must be a fully qualified translator with qualified membership status of a relevant professional body (such as the Chartered Institute of Linguists, American Translators Association or Institute of Translation and Interpreting); or
 - 2.2 the Language Professional must:
 - (a) have obtained a degree in the Source Language;
 - (b) have three (3) years' experience as a professional translator;
 - (c) have translated a minimum of 100,000 words of similar content to that which they have specified they have a specialism in; and
 - (d) have suitable references.
3. A Language Professional may work on an Assignment where they do not meet all or some the requirements of Paragraph 2, provided that the Language Professional demonstrates alternative qualifications and experience to the satisfaction of and with the written consent of the relevant Commissioning Body.
4. The Authority may require that a Language Professional passes an assessment before working on a particular or any Assignment, which may include the translation of a piece of text, as may be notified by the Authority to the Supplier from time to time.

Lot 3 Supplier

Complexity Level	Type of Language Professional	Qualification
Complex	Speech to Text Reporters	Member of Register of Communication Professionals working with Deaf and Deafblind people (NRCPD)*
	Lip speaking	CACDP Level 3 Certificate (Lip speaking)*
Standard	British sign language	CACDP Level 6 NVQ in Interpreting (BSL/English) and at least NVQ Level 6 in BSL*
	Speech to Text Reporters	CACDP Level 3 Certificate (Verbatim speech to text reporting)*
	Deafblind manual	CACDP Level 3 Certificate (Deafblind manual)*
	Notetaker (electronic)	CACDP Level 3 Certificate (Notetaking)*

* Or updated qualifications which are assessed and approved by the National Register of Communication Professionals working with Deaf and Deafblind people (NRCPD), the Scottish Association of Sign Language Interpreters (SASLI) or bodies with equivalent suitable experience and processes as have been approved by the Authority and notified in writing to the Supplier from time to time.

ANNEX 2

Authority Code of Conduct

In this Code of Conduct, “Commissioning Body” refers to an organisation receiving services from Language Professionals under the Ministry of Justice language services contracts.

1. Professional Competence

All Language Professionals must:

- 1.1 At all times cooperate with the Authority Quality Assurance process through participation in the Mystery Shopping Assessment, Spot Check Assessment and In Person Assessment processes.
- 1.2 Only accept bookings/assignments for languages in which they can demonstrate that they have the required level of competency and refuse any work beyond their level of competency, either linguistically or due to a lack of specialised knowledge.
- 1.3 Be fluent in and demonstrate a comprehensive understanding of the written and spoken form of both languages; including regional dialects, colloquialisms, idiomatic expressions and technical terms.
- 1.4 Maintain language and other relevant professional linguist skills in order to discharge services to the required standard.
- 1.5 Be familiar with any cultural backgrounds relevant to the assignment.
- 1.6 Understand the relevant procedures and protocols of the justice system as required for the relevant Commissioning Body.
- 1.7 Not delegate any work to third parties nor accept any delegated work.

Points 1.8 to 1.15 below only apply to Language Professionals when they are required to attend a location to deliver language services as specified by a Commissioning Body.

- 1.8 Be able to verify their identity on request by the Commissioning Body at any point during their Booking, through the use of valid and up to date photo identification badge which they must have with them when they attend any assignment.
- 1.9 Ensure they arrive at the venue in readiness to commence interpreting at the time requested to by informing a member of staff of their arrival so the time can be recorded accurately.
- 1.10 Ensure they arrive at the venue with the official timesheet.
- 1.11 Ensure all timesheets are approved by the appropriate member of the Commissioning Body before leaving the venue.
- 1.12 Remain for the entire duration of the assignment until released by the Commissioning Body.
- 1.13 Dress appropriately for all assignments undertaken. Those whose appearance could be considered inappropriate are liable to be removed from the assignment.
- 1.14 Take an oath or give an affirmation before the assignment begins if directed to do so.
- 1.15 In the case of Language Professionals providing interpretation services comply with the specific requirements for face to face and remote interpretation set out in section 3 below.

- 1.16 In the case of Language Professionals providing translation and transcription services, comply with the specific requirements for the services set out in section 2 below.

2. Translation and Transcription Services – Written Interpretation

Language Professionals must also:

- 2.1 Translate all documents and transcribe recordings, taking reasonable action to ensure effective communication and clear understanding between the parties.
- 2.2 Inform the Commissioning Body where difficulties are encountered with dialect, technical terms or lack of relevant background knowledge which may impair their ability to carry out the assignment. If these issues cannot be resolved to the satisfaction of the Commissioning Body the Language Professional shall withdraw from the assignment.

3. Face to Face and Remote Interpretation – Verbal Interpretation

Language Professionals must also:

- 3.1 Interpret impartially between the various parties, taking reasonable action to ensure effective communication and clear understanding.
- 3.2 Convey the exact meaning of what has been said by each party, without making changes or omissions to the content; intervening only to prevent potential misunderstandings. In exceptional circumstances a summary (which must not distort in any way the meaning of what has been said) may be given if requested by the Commissioning Body.
- 3.3 Inform the Commissioning Body where difficulties are encountered with dialect, technical terms or lack of relevant background knowledge which may impair their ability to carry out the assignment. If these issues cannot be resolved to the satisfaction of the Commissioning Body the Language Professional shall withdraw from the assignment.
- 3.4 Not give legal or other advice or express opinions to any of the parties that exceed their role and duties as Language Professionals.
- 3.5 Request that the relevant parties provide an environment that is conducive to deliver interpretation; such as ensuring that all parties can be heard clearly etc. The Language Professional must inform the relevant parties if the environment appears unsuitable for the purpose.

4. Ethics

All Language Professionals must:

- 4.1 At all times act with integrity, maintain high standards and conduct themselves in an ethical and professional manner.
- 4.2 Carry out assignments in an impartial manner and disclose any personal interest, such as financial or business related, in order that the Commissioning Body can assess if this constitutes a potential conflict of interest as soon as they become aware of it. If the Commissioning Body considers the conflict to be unacceptable the Language Professional shall be asked to withdraw from the assignment.
- 4.3 Not accept any gift or reward that could be construed as an incentive to act against their professional obligations.
- 4.4 Immediately notify the Commissioning Body of any prior relationship with any party to proceedings in a particular assignment.

- 4.5 Immediately notify the Commissioning Body of any previous involvement with a particular assignment.
- 4.6 Disclose to the Commissioning Body if they have had any involvement in previous assignments with the same client.
- 4.7 Disclose to the Commissioning Body any criminal record or other information which may make them unsuitable for a particular assignment. At the discretion of the Commissioning Body, individuals with a criminal record may be precluded from receiving particular assignments.
- 4.8 Not discriminate between parties (to their advantage or disadvantage) either directly or indirectly and act impartially at all times and not act in any way that might result in prejudice or preference on grounds of religion or belief, race, politics, gender, gender reassignment, age, sexual orientation or disability other than as obliged to in order to faithfully translate, interpret or otherwise transfer meaning.
- 4.9 Respond within the required timescale to any allegations of misconduct or departure from the Authority Code of Conduct.

5. Confidentiality

All Language Professionals must:

- 5.1 Treat all material provided in the course of an assignment as confidential and unless disclosure is required by law, ensure no information is communicated to any third party without the express permission of the Commissioning Body.
- 5.2 Ensure that material is used only for the purpose authorised by the Commissioning Body.
- 5.3 Ensure that all material is returned to the Commissioning Body at the conclusion of an assignment.
- 5.4 Comply with all relevant data protection legislation including the Data Protection Act 1998.
- 5.5 Not use any of the information obtained during the course of an assignment for any purpose other than that as authorised.
- 5.6 Secure safely any document, recordings or media provided during the course of an assignment, ensuring that it is not copied and is returned at the end of the assignment. Documents are for the eyes of the Language Professional and authorised staff only, and must not be seen by or shared with anyone else.

ANNEX 3

LOT 4 (QUALITY ASSURANCE) INTERACTION JOURNEY

The Lot 4 Supplier will have interactions with various parties (including Language Professionals, Lot 1 Supplier, Lot 2 Supplier and Lot 3 Supplier, Commissioning Bodies including the Authority) at different points (pre and post registration, active planned and on demand and profession development) during the Contract Period.

Lot 4 Quality Assurance Specification						
The Supplier will work with the.....	Pre-registration	Post registration	Quality Assurance – planned	Quality Assurance – on demand	Profession development	Other
Language Professional	Direct any potential Language Professional to the appropriate Supplier	Update the Register with new information related to the Language Professional following planned and on-demand quality assurance events.	Planned programme of Mystery Shopping Assessments. Can be in person or through recording but in all cases will include a vetting check of qualifications, security level, and right to work in the UK.	In response to quality complaints or concerns or spot-checks required by Authority which will include a vetting check of qualifications, security level, and right to work in the UK	Provide advice and support to trainees during traineeship. Promote and encourage participation in the Trainee Scheme Design and develop the Trainee Scheme in pursuit of increasing the resource available in the languages and locations where Non-Fulfilment is the highest.	

<p>Lot 1 Supplier, Lot 2 Supplier and Lot 3 Supplier</p>	<p>Add Language Professionals to the Register.</p>	<p>Receive the Language Professional's details and soft copies of all evidence of their suitability to deliver the required devices. Details will be added to the Register.</p>	<p>Liaison with Lot 1 Supplier, Lot 2 Supplier and Lot 3 Supplier to obtain details of Language Professionals and their Bookings or Assignments</p> <p>Notification to Lot 1 Supplier, Lot 2 Supplier and Lot 3 Supplier of any issues identified and provision of a copy of the rectification plan to address the issue. In some cases notification that the Language Professional has been suspended or removed from the Register.</p> <p>Facilitate an annual audit of Lot 1 Supplier's, Lot 2 Supplier's and Lot 3 Supplier's Onboarding Process to assure the Authority it is fit</p>	<p>Lot 1 Supplier, Lot 2 Supplier or Lot 3 Supplier to notify the Supplier of quality complaint or concern.</p> <p>Liaison between Lot 1 Supplier, Lot 2 Supplier and Lot 3 Supplier to gather required evidence in relation to any complaints received.</p> <p>Notification to Lot 1 Supplier, Lot 2 Supplier and Lot 3 Supplier of any issues identified and provision of a copy of the rectification plan to address the issue. In some cases notification that the Language Professional has been suspended or removed from the Register.</p>	<p>Work with Lot 1 Supplier to define the Trainee Scheme and support implementation, with responsibility for monitoring its performance.</p> <p>Assessment of potential trainee's suitability for registration on the Trainee Scheme.</p> <p>Joint promotion of training and development schemes at point of registration and through industry networks and events</p>	

			for purpose and provides the quality of resource required by the Authority to deliver the required services.			
Commissioning Body			<p>Quarterly notification of outcome of Mystery Shopping Assessments relating to that Commissioning Body</p> <p>Immediate notification to Commissioning Body if Mystery Shopping Assessment identifies serious concerns with interpretation and translation that mean the interpretation or translation is not in compliance with the EU Directive.</p> <p>Regular Management Information on</p>	<p>Immediate notification to Commissioning Body if Mystery Shopping Assessment identifies serious concerns with interpretation and translation that mean the interpretation or translation is not in compliance with the EU Directive.</p> <p>Report findings relating to complaints raised and actions agreed to resolve weaknesses.</p>		

			<p>number and outcome of Mystery Shopping Assessments. Trend analysis with action plan to address recurring themes feeding into Profession Development (PD).</p> <p>Liaison with Commissioning Body to request information to facilitate the Mystery Shopping Assessments as required.</p>			
Authority		<p>Regular (to be determined) Management Information on number of Language Professionals on the Register as requested and in accordance with the relevant specification</p>	<p>Notification of outcome of a Mystery Shopping Assessment. Regular Management Information on number and outcome of Mystery Shopping Assessments. Trend analysis with action plan to address recurring</p>	<p>Report findings and actions agreed to resolve weaknesses. Trend analysis with action plan to address recurring themes feeding into PD.</p> <p>Respond to Ad hoc Audit requests in accordance with</p>	<p>Quarterly Management Information on new entrants to Trainee Scheme, number moving successfully completing the Trainee Scheme. Annual summary which provides details of how the Trainee Scheme targeted those languages and locations where Language Services</p>	<p>Maintenance of a register of interpreters and translators in line with Article 5 of Directive 2010/64.</p> <p>Publication/Provision of the register in accordance with the Directive.</p>

			<p>themes feeding into PD.</p> <p>Liaison with Authority to request information to facilitate the Mystery Shopping Assessments as required.</p> <p>Provide an annual assurance (through an audit of the Lot 1 Supplier's, Lot 2 Supplier's and Lot 3 Supplier's Onboarding Process) that the Lot 1, Lot 2 and Lot 3 Supplier's Onboarding Process is robust and fit for the purposes of delivering the services required by the Authority.</p>	<p>the Authority requirements</p>	<p>Supplier(s) have difficulty fulfilling Bookings.</p> <p>Summary of feedback from stakeholders on Trainee Scheme – quality of Language Professionals, difference in fulfilment.</p>	
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SCHEDULE 3

Service Solution

CONTENTS

4SD1	Error! Bookmark not defined.
4SD2	Error! Bookmark not defined.
4SD3	Error! Bookmark not defined.
4SD4	Error! Bookmark not defined.
4SD5	Error! Bookmark not defined.
4VR1	Error! Bookmark not defined.
4VR2	Error! Bookmark not defined.
4VR3	Error! Bookmark not defined.
4QA1	Error! Bookmark not defined.
4QA2	Error! Bookmark not defined.
4QA3	Error! Bookmark not defined.
4QA4	Error! Bookmark not defined.
4QA5	Error! Bookmark not defined.
4PD1	Error! Bookmark not defined.
4PD2	Error! Bookmark not defined.
4PD3	Error! Bookmark not defined.
4PD4	Error! Bookmark not defined.
4MTC1	Error! Bookmark not defined.
4MTC2	Error! Bookmark not defined.
4MTC3	Error! Bookmark not defined.
4LCF4	Error! Bookmark not defined.
4LCF6	Error! Bookmark not defined.

REDACTED

SCHEDULE 4

Transition

1. INTRODUCTION

- 1.1 This Schedule, together with the Transition Plan, describes the Parties' respective rights and obligations during the Transition Period in respect of the transition of the Services to the Supplier by the Services Commencement Date (**Transition**).
- 1.2 The Parties agree the primary objective of Transition is the successful transfer of the Services to the Supplier such that the Supplier commences delivery of the Services by the Services Commencement Date without deterioration in the levels of performance of the Services (or the equivalent received from the Former Supplier).

2. TRANSITION RESOURCING

- 2.1 In readiness of the commencement of the Transition Period:
- 2.1.1 each Party shall appoint a suitably skilled and experienced Transition Manager who shall be responsible for co-ordinating and managing all aspects of each Party's obligations under the Transition Plan. In respect of the Supplier's Transition Manager, such individual shall be a member of Key Personnel; and
- 2.1.2 the Supplier shall procure that its Transition Manager shall be assisted by an appropriately skilled Transition Team who shall assist in all aspects of the Supplier's responsibilities and obligations with regard to the Transition Plan, each of whom shall be considered a member of Key Personnel.

3. TRANSITION CHARGES

- 3.1 The Parties agree that no charges, fees and/or other costs will be payable to the Supplier by the Authority for the provision of the Transition Services (including where such additional Transition Services are required during the Transition Period), nor shall the Supplier seek to recover the same from any other Commissioning Body.

4. TRANSITION GOVERNANCE

- 4.1 During the Transition Period, the Supplier shall ensure that its necessary Personnel attend the governance meetings described in this Paragraph 4.
- 4.2 The Authority may change the attendees and the frequency of any of these meetings at any point during Transition Period by notifying the Supplier in writing.
- 4.3 The Transition Project Board:
- 4.3.1 shall be attended by:
- (a) each Party's respective Transition Manager;
 - (b) each Party's senior account director responsible for Transition; and
 - (c) any other representatives or other third party's the Authority may wish to invite, including senior representatives other Commissioning Bodies, the Former Supplier and/or Other Suppliers;

- 4.3.2 shall meet within one (1) week of the Commencement Date and Monthly thereafter during the Transition Period at dates and times to be agreed between the Parties;
- 4.3.3 shall:
 - (a) monitor and oversee Transition;
 - (b) review risks and issues and associated remediation and mitigation plans escalated to it from the Transition Working Group;
 - (c) consider requests by the Supplier to amend the Transition Plan and refer such requests to the Authority for Approval; and
 - (d) have reported to it by the Supplier achievement of Transition Milestones.
- 4.4 The Transition Working Group:
 - 4.4.1 shall be attended by:
 - (a) the Transition Manager and appropriate members of the Transition Team;
 - (b) appropriate representatives from the Authority responsible for monitoring and overseeing Transition on behalf of the Authority; and
 - (c) any other representatives or other third parties the Authority may wish to invite including representatives of the Commissioning Bodies, the Former Supplier and/or Other Suppliers;
 - 4.4.2 shall meet within one (1) week of the Commencement Date and weekly thereafter during the Transition Period at dates and times to be agreed by the Authority;
 - 4.4.3 shall:
 - (a) review progress against the Transition Plan and Transition Milestones;
 - (b) consider risks and issues notified to it by either Party; and
 - (c) consider remediation and mitigation plans to address such risks and issues and, as appropriate, escalate risks and issues to the Transition Project Board.

5. TRANSITION PLAN

- 5.1 The Supplier shall, throughout the Transition Period, review the Transition Plan so to identify any changes which may be needed to reflect the then-current nature of the Transition Services and the Authority's own plans in respect of Transition. A proposed change to the Transition Plan does not have to go through the Change Control Procedure but must be promptly submitted, via the Transition Project Board, to the Authority for Approval.
- 5.2 The Supplier shall be responsible for maintenance of all documents relating to the Transition Plan, including but not limited to:
 - 5.2.1 documents which track progress against the Transition Milestones and Acceptance Criteria; and
 - 5.2.2 a Transition risks and issues register.

- 5.3 The Supplier represents and warrants that it has used its knowledge and expertise to create an effective Transition Plan which includes all Transition Milestones that are reasonably foreseeable, reasonably capable of being determined and critical to the achievement of the Transition and the Authority has relied on the Supplier to do so.

6. TRANSITION REQUIREMENTS

- 6.1 The Supplier shall:

- 6.1.1 provide the Transition Services in accordance with the Transition Plan and this Contract;
- 6.1.2 not cause disruption to Authority and the other Commissioning Bodies set out in Part A of Schedule 1 during the Transition Period;
- 6.1.3 meet all the Acceptance Criteria by the Services Commencement Date; and
- 6.1.4 fully co-operate with the Authority, Commissioning Bodies set out in Part A of Schedule 1, the Former Supplier and the Other Suppliers in respect of Transition during the Transition Period.
- 6.2 Save as set out in the Transition Plan, the Supplier shall ensure that the provision of the Transition Services shall not have any adverse effect on the continuity and quality of any services provided to it by the Former Supplier.
- 6.3 Where the Supplier becomes aware of a risk or issue relating to the Transition Services, including an actual or anticipated delay to the completion of a Transition Milestone or failure to meet the Acceptance Criteria, it shall immediately notify the Authority in writing.
- 6.4 As soon as reasonably practicable and in any event within five (5) Working Days following a risk or issue being notified in accordance with Paragraph 6.3, the Supplier shall provide the Authority with:
- 6.4.1 a plan of action to mitigate any risks identified in accordance with Paragraph 6.3;
- 6.4.2 a rigorous timetable for implementing the plan of action to resolve the risk or issue;
- 6.4.3 an indication of whether any change to the Acceptance Criteria or Transition Milestone (including any Deliverable relating to a Transition Milestone) is required to mitigate the risk or resolve the issue and any details relating to such change; and
- 6.4.4 a recommendation on whether or not escalation is required to the Transition Project Board,

and the risk or issue will immediately be added by the Supplier to the transition risk and issues register and will be tracked there until closed.

7. ACCEPTANCE

- 7.1 The Acceptance Criteria shall be achieved by the Supplier where so confirmed by the Authority in accordance with this Paragraph 7.1:
- 7.1.1 the Supplier shall notify the Authority in writing when, in its opinion, an Acceptance Criterion has been achieved and shall provide to the Authority evidence of achievement as reasonably requested by the Authority;

- 7.1.2 where an Acceptance Criterion comprises the completion (or part thereof) of a Deliverable, the Supplier shall allow the Authority to test the Deliverable at such time and location as agreed between the Parties and:
- (a) the Authority may invite such third parties as it deems necessary to participate in the testing; and
 - (b) the Supplier shall make available:
 - (i) such members of its Personnel; and
 - (ii) such documentation as may be necessary,to enable the proper completion of the testing;
- 7.1.3 the Authority will notify the Supplier whether it accepts that each Acceptance Criterion has been achieved within three (3) Working Days of receipt of the notification pursuant to Paragraph 7.1.1 save for where testing has taken place in accordance with Paragraph 7.1.2 in which case it shall be within three (3) Working Days of such testing;
- 7.1.4 if the Authority does not accept that the relevant Acceptance Criterion has been achieved, it shall include within its notification to the Supplier the reasons for this and the Parties shall meet or attend a conference call (which must be attended by each Party's Transition Manager) within two (2) Working Days to discuss the issue;
- 7.1.5 within two (2) Working Days of the meeting held in accordance with Paragraph 7.1.4, the Supplier shall submit a draft recovery plan to the Authority detailing:
- (a) the activities it will undertake to meet the Acceptance Criteria; and
 - (b) any additional activities required to keep, or put back on track other dependant elements of the Transition impacted by the failure to meet the Acceptance Criterion;
- 7.1.6 the Authority will notify the Supplier whether it accepts that recovery plan within two (2) Working Days of receipt. Where the Authority:
- (a) accepts the recovery plan, the Supplier shall remedy the issues arising in accordance with the recovery plan; and
 - (b) does not accept the recovery plan, the matter shall be referred to the Transition Project Board who shall seek to resolve the matter. If the Transition Project Board cannot resolve the matter within ten (10) Working Days of it being referred to them, the issue shall be referred to the Dispute Resolution Procedure.
- 7.1.7 The Supplier agrees that where specifically stated as part of the Acceptance Criteria, that Acceptance Criteria must be achieved in relation to each Commissioning Body and the Authority shall not confirm acceptance of such Acceptance Criteria in accordance with this Paragraph 7 until this condition has been satisfied (or waived in writing by the Authority).

ANNEX 1
TRANSITION PLAN

REDACTED

ANNEX 2
ACCEPTANCE CRITERIA

REDACTED

SCHEDULE 5

Premises

1. ACCESS TO PREMISES

- 1.1 Where the Supplier's Personnel are required to have a pass for admission to the Commissioning Body Premises the Authority shall, and shall use its reasonable endeavours to procure the relevant Commissioning Body shall, subject to satisfactory completion of approval procedures, arrange for passes to be issued. Supplier's Personnel who cannot produce a proper pass when required to do so by any of the Personnel of the relevant Commissioning Body, or who contravene any conditions on the basis of which a pass was issued, may be refused admission to the Commissioning Body Premises or required to leave, upon demand, if already there.
- 1.2 Each Commissioning Body reserves the right under the Contract to refuse to admit to, or to withdraw permission to remain on, any Commissioning Body Premises any member of the Supplier's Personnel whose admission or continued presence would be, in the opinion of the relevant Commissioning Body, undesirable.
- 1.3 The Supplier shall promptly return any pass if at any time a Commissioning Body so requires or immediately if the person to whom the pass was issued ceases to be involved in the performance of the Contract. The Supplier shall promptly return all passes on completion or earlier termination of the Contract.

2. LICENCE TO OCCUPY PREMISES

- 2.1 Any Commissioning Body Premises made available to the Supplier by a Commissioning Body in connection with the Contract shall be made available to the Supplier and its Personnel on a non-exclusive licence basis free of charge and shall be used by the Supplier and its Personnel solely for the purpose of performing its obligations under the Contract. The Supplier and its Personnel shall have the use of such Commissioning Body Premises as licensee and shall vacate the same promptly on request of the relevant Commissioning Body and in any event on termination of the Contract howsoever arising.
- 2.2 The Supplier shall, on demand, pay for the cost of making good any damage caused by the Supplier or its Personnel to Commissioning Body Premises other than fair wear and tear. For the avoidance of doubt, damage includes damage to the fabric of the buildings, plant, fixed equipment or fittings therein.
- 2.3 The Parties agree that there is no intention on the part of any Commissioning Body to create a tenancy of any nature whatsoever in favour of the Supplier or its Personnel and that no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to the Contract, the relevant Commissioning Body retains the right at any time to use the Commissioning Body Premises in any manner the relevant Commissioning Body sees fit.

3. COMPLIANCE WITH POLICIES

- 3.1 While on the Commissioning Body Premises, the Supplier shall, and shall ensure that its Personnel shall, comply with all policies and standards that have been made available to the Supplier in advance and are applicable to the Commissioning Body Premises, including but not limited to those relating to health and safety, security, environmental and any other policies or standards specified by the relevant Commissioning Body. The relevant Commissioning Body (as appropriate) shall provide copies of such policies and standards to the Supplier on written request.

4. HEALTH AND SAFETY

- 4.1 The Supplier shall promptly notify the Authority of any health and safety hazards which may arise in connection with the performance of the Contract. The Authority shall, and shall use its reasonable endeavours to procure that each other Commissioning Body shall, promptly notify the Supplier of any health and safety hazards which may exist or arise at the Commissioning Body Premises and/or which may affect the Supplier in the performance of the Contract.
- 4.2 The Supplier shall notify the relevant Commissioning Body immediately in the event of any incident occurring in the performance of the Contract on the Commissioning Body Premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- 4.3 The Supplier shall take all necessary measures to comply with the requirements of the Health and Safety at Work etc., Act 1974 and any other Law relating to health and safety, which may apply to the Supplier's Personnel and other persons working on the Commissioning Body Premises in the performance of the Contract.
- 4.4 The Supplier shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc., Act 1974) is made available to each Commissioning Body on request.

5. SECURITY

- 5.1 The Supplier shall not, and shall procure is Personnel shall not, take any photographs on the Commissioning Body Premises unless the relevant Commissioning Body has given prior Approval and member of the Commissioning Bodies Personnel is present so as to have full control over the subject matter of each photograph to be taken. No such photograph shall be published or otherwise circulated without the relevant Commissioning Body's Approval.
- 5.2 Each Commissioning Body may at any time carry out a search (which may include physical measures such as photographing and fingerprinting) of any Supplier's Personnel and/or their vehicles at any Commissioning Body Premises, which shall be conducted in accordance with any rules and conditions applicable to the Personnel of the relevant Commissioning Body, including in relation to prisons and other secure facilities the Prison Rules 1999 (as amended), the Young Offender Institution Rules 2000 (as amended), the Secure Training Centre Rules 1998 (as amended).
- 5.3 The Supplier shall co-operate with any investigation relating to security which is carried out by a Commissioning Body or by any person who is responsible to a Commissioning Body for security matters, and when required by a Commissioning Body shall:
- 5.3.1 take all reasonable measures to make any Supplier's Personnel identified by a Commissioning Body available to be interviewed by the relevant Commissioning Body, or by a person who is responsible to the relevant Commissioning Body for security matters, for the purposes of the investigation. The Supplier's Personnel shall have the right to be accompanied by and to be advised or represented by a third party whose attendance at the interview is acceptable, in the reasonable opinion to the relevant Commissioning Body; and
- 5.3.2 subject to any legal restriction on their disclosure, provide all documents, records or other material of any kind which may reasonably be required by a Commissioning Body or by a person who is responsible to the relevant Commissioning Body for security matters, for the purposes of the investigation. The relevant Commissioning Body shall have the right to retain any such material for use in connection with the investigation and, so far as possible, shall provide the Supplier with a copy of any material retained.

- 5.4 Nothing in the Contract shall be deemed to provide any authorisation to the Supplier in respect of any provision of the Offender Management Act 2007. The Supplier in providing the Services will comply with the provisions of Prison Service Order 1100 as published by the Authority from time to time.

SCHEDULE 6

Performance

1. SERVICE CREDITS

- 1.1 In accordance with Paragraph 2, Service Credits shall be deducted from the Monthly Payment due where the Supplier's performance is below a Service Threshold applicable to a Key Performance Indicator.
- 1.2 The application of Service Credits shall be without prejudice to the Authority's other rights or remedies under this Contract.
- 1.3 The Parties agree that Service Credits are a genuine pre-estimate of the loss or damage that will be suffered by the Authority and other Commissioning Bodies as a result of Service Failures and that they are not onerous or a penalty.

2. CALCULATION OF SERVICE CREDITS FOR SERVICE FAILURES

- 2.1 Following completion of the Waiver Period (if any), where the Supplier fails to meet a Service Threshold in respect of a Key Performance Indicator in a Month:
 - 2.1.1 the number of Performance Points applicable to the relevant Service Failure shall accrue according to the level of Service Failure, as set out in the Service Failure columns of the table at Annex 1 of this Schedule;
 - 2.1.2 Service Credits for Service Failures corresponding to the number of Performance Points accrued in the relevant Month shall be calculated in accordance with Paragraph 2.2; and
 - 2.1.3 Service Credits shall be deducted from the Monthly Payment in accordance with Schedule 7, provided that any Service Credits for Service Failures in each Contract Year shall not exceed the Service Credits Cap.

- 2.2 Service Credits for Service Failures (SD) in each Month shall be calculated in accordance with the following formula:

$$SD = TPP \times SLA$$

Where:

TPP is the total aggregate number of Performance Points incurred across all Key Performance Indicators in relation to all Service Failures in the relevant Month; and

SLA is 0.015% of the Monthly Payments payable by the Commissioning Bodies under this Contract in the Month in which the Service Failures occurred.

Annex 1: Key Performance Indicators, Service Thresholds and Service Levels

KPI number	KPI measure	KPI description	Calculation	Service Threshold	Minor Service Failure / Performance Points	Moderate Service Failure / Performance Points	Critical Service Failure / Performance Points	Waiver Period	Length of Waiver Period (from Services Commencement Date)
KPI 1	Mystery Shopping Assessments	Completion of Mystery Shopping Assessments against planned programme	<p>(Completed Mystery Shopping Assessments / Programmed Mystery Shopping Assessments) * 100</p> <p>Completed Mystery Shopping Assessments = the total number of Mystery Shopping Assessments completed during the Month.</p> <p>Programmed Mystery Shopping Assessments = the total number of Mystery Shopping Assessments scheduled to be completed during the Month.</p> <p>Where a scheduled Mystery Shopping Assessment was due to be completed, but did not go-ahead due to actions or inactions by the Language Professional or a Commissioning Body then such Mystery Shopping Assessment shall not be included in either the</p>	100%	99% - 99.9% 10 Performance Points	98% - 98.9% 20 Performance Points	<98% 50 Performance Points	Yes	3 Months

KPI number	KPI measure	KPI description	Calculation	Service Threshold	Minor Service Failure / Performance Points	Moderate Service Failure / Performance Points	Critical Service Failure / Performance Points	Waiver Period	Length of Waiver Period (from Services Commencement Date)
			Completed Mystery Shopping Assessment or the Programmed Mystery Shopping Assessment figures used in calculating this KPI.						
KPI 2	Spot Check Assessments	Completion of Spot Check Assessments against required number	<p>(Completed Spot Check Assessments / Required Spot Check Assessments) * 100</p> <p>Completed Spot Check Assessments = the total number of Spot Check Assessments completed during the Month.</p> <p>Required Spot Check Assessments = the total number of Spot Check Assessments scheduled to be completed during the Month.</p> <p>Where a scheduled Spot Check Assessment was due to be completed, but did not go-ahead due to actions or inactions by the Language Professional or a Commissioning Body then such Spot Check Assessment shall not be included in either the</p>	100%	97% - 99.9% 10 Performance Points	94% - 96.9 % 20 Performance Points	<94% 50 Performance Points	Yes	3 Months

KPI number	KPI measure	KPI description	Calculation	Service Threshold	Minor Service Failure / Performance Points	Moderate Service Failure / Performance Points	Critical Service Failure / Performance Points	Waiver Period	Length of Waiver Period (from Services Commencement Date)
			Completed Spot Check Assessment or the Required Spot Check Assessment figures used in calculating this KPI.						
KPI 3	In Person Assessments	Completion of In Person Assessments	<p>(Completed In Person Assessments / Requested In Person Assessments) * 100</p> <p>Completed In Person Assessments = the total number of In Person Assessments completed during the Month.</p> <p>Requested In Person Assessments = the total number of In Person Assessments scheduled to be completed during the Month.</p> <p>Where a scheduled In-Person Assessment was due to be completed, but did not go-ahead due to actions or inactions by the Language Professional or a Commissioning Body then such In Person Assessment shall not be included in either the Completed InPerson Assessment or the</p>	100%	98% - 99.9%	96% - 97.9%	<96%	Yes	3 Months
					10 Performance Points	20 Performance Points	50 Performance Points		

KPI number	KPI measure	KPI description	Calculation	Service Threshold	Minor Service Failure / Performance Points	Moderate Service Failure / Performance Points	Critical Service Failure / Performance Points	Waiver Period	Length of Waiver Period (from Services Commencement Date)
			Programmed In Person Assessment figures used in calculating this KPI.						
KPI 4	In Person Assessment appeals	Successful appeals against In Person Assessments	$100 - ((\text{Successful In Person Assessment Appeals} / \text{In Person Assessments Appeals}) * 100)$ Successful In Person Assessment Appeals = the total number of In Person Assessments Appeals where the outcome of the appeal is that the In Person Assessment is not upheld during Month. In Person Assessment Appeals = the total number of In Person Assessments appeals scheduled to be completed during the Month.	90% - 100%	80% - 89.9% 20 Performance Points	70% - 79.9% 40 Performance Points	<70% 100 Performance Points	Yes	3 Months
KPI 5	Trainee Scheme entrants	New entrants to the Trainee Scheme	New Entrants / Total Language Professions New Entrants = From the sixth Month anniversary of the Services Commencement Date, and each six Month anniversary thereafter, the total number of new entrants	>3%	2.5% - 2.9% 10 Performance Points	2% - 2.4% 20 Performance Points	<2% 50 Performance Points	Yes	6 Months

KPI number	KPI measure	KPI description	Calculation	Service Threshold	Minor Service Failure / Performance Points	Moderate Service Failure / Performance Points	Critical Service Failure / Performance Points	Waiver Period	Length of Waiver Period (from Services Commencement Date)
			<p>to the Trainee Scheme in the previous 6 Month period.</p> <p>Total Language Professionals = From the sixth Month anniversary of the Services Commencement Date and each six Month anniversary thereafter, the total number of Language Professionals on the Register on the final day of the previous 6 Month period.</p> <p>This is a bi-annual (6 month period) measure and any Service Credits will be calculated by applying the SLA % to the aggregate of the six monthly payments made over the relevant six month period.</p>						
KPI 6	Entrants who successfully complete the Trainee Scheme	Trainees who successfully complete the Trainee Scheme	<p>Successful Trainees / Total Trainees</p> <p>Successful Trainees = From the sixth Month anniversary of the Services Commencement Date and each six Month anniversary thereafter, the total number of</p>	70% - 100%	65% - 69% 10 Performance Points	60% - 64% 20 Performance Points	<60% 50 Performance Points	Yes	6 Months

KPI number	KPI measure	KPI description	Calculation	Service Threshold	Minor Service Failure / Performance Points	Moderate Service Failure / Performance Points	Critical Service Failure / Performance Points	Waiver Period	Length of Waiver Period (from Services Commencement Date)
			<p>entrants to the Trainee Scheme that successfully completed the Trainee Scheme during the previous 6 Month period.</p> <p>Total Trainees = From the sixth Month anniversary of the Services Commencement Date and each six Month anniversary thereafter, the total number of new entrants to the Trainee Scheme in the previous 6 Month period.</p> <p>This is a bi-annual (6 month period) measure and any Service Credits will be calculated by applying the SLA % to the aggregate of the six monthly payments made over the relevant six month period.</p>						
KPI 7	Entrants that successfully complete the Trainee Scheme	The number of Trainees successfully completing the Trainee	<p>Successful Targeted Trainees / Total Target Trainees</p> <p>Successful Targeted Trainees = From the sixth Month anniversary of the Services Commencement Date and each six Month anniversary thereafter, the total</p>	90%-100%	80%-89% 10 Performance Points	70%-79% 20 Performance Points	<70% 50 Performance Points	Yes	6 Months

KPI number	KPI measure	KPI description	Calculation	Service Threshold	Minor Service Failure / Performance Points	Moderate Service Failure / Performance Points	Critical Service Failure / Performance Points	Waiver Period	Length of Waiver Period (from Services Commencement Date)
	in targeted languages or locations	Scheme in targeted languages or locations	<p>number of entrants to the Trainee Scheme in the previous 6 Month period that successfully complete the Trainee Scheme during the year that are training in a targeted language or target location ,as set out in the bi-annual plan agreed between the Authority and the Supplier</p> <p>Total Target Trainees = From the sixth Month anniversary of the Services Commencement Date and each six Month anniversary thereafter, the total number of the new entrants in the previous 6 Month period in targeted languages or locations as set out in the bi-annual plan agreed between the Authority and the Supplier</p> <p>This is a bi-annual (6 month period) measure and any Service Credits will be calculated by applying the SLA % to the aggregate of the six monthly</p>						

KPI number	KPI measure	KPI description	Calculation	Service Threshold	Minor Service Failure / Performance Points	Moderate Service Failure / Performance Points	Critical Service Failure / Performance Points	Waiver Period	Length of Waiver Period (from Services Commencement Date)
			payments made over the relevant six month period.						
KPI 8	Complaints / issues	Complaints / issues raised	<p>(Complaints Made / Assessments Delivered) * 100</p> <p>Complaints Made = the total number of complaints or issues raised in relation to the Services in the Month.</p> <p>Assessments Delivered = the total number of Assessments delivered in the Month.</p>	0% - 1%	1.1% - 1.5% 10 Performance Points	1.6% - 2% 20 Performance Points	>2% 50 Performance Points	Yes	3 Months
KPI 9	Production of Reports	Timely delivery of reports	<p>(Reports Delivered / Reports Required) * 100</p> <p>Reports Delivered = the total number of reports required to be delivered by Schedule 9 (Reports, Records and Management Information) during the Month which are delivered within the time period set out in Schedule 9 (Reports, Records and Management Information).</p>	100%	95% - 99.9% 10 Performance Points	90% - 94.9% 20 Performance Points	<90% 50 Performance Points	No	n/a

KPI number	KPI measure	KPI description	Calculation	Service Threshold	Minor Service Failure / Performance Points	Moderate Service Failure / Performance Points	Critical Service Failure / Performance Points	Waiver Period	Length of Waiver Period (from Services Commencement Date)
			Reports Required = the total number of reports required to be delivered by Schedule 9 (Reports, Records and Management Information) during the Month.						
KPI 10	Data provision	Timely data provision	<p>Total Hours Late / (16 * Total Data Requests) * 100</p> <p>Total Hours Late = the total number of Normal Working Hours after the deadline for provision of responses to ad hoc data requests which have occurred in the Month.</p> <p>Total Data Requests = the number of requests for ad hoc data in the Month.</p> <p>To provide a baseline for how much extra time was required to provide the data, the Total Data Requests is multiplied by the 2 Working Day deadline, being 16 hours.</p>	0% - 0.625%	0.626% - 1.25% 10 Performance Points	1.26% - 2.5% 20 Performance Points	>2.5% 50 Performance Points	Yes	3 Months

SCHEDULE 7

Payment

1. SERVICE PAYMENT

The Service Payment (SP) in respect of each Month shall be calculated in accordance with the following formula:

$$SP = (MP - SC)$$

Where:-

SP is the Service Payment in respect of the relevant Month;

MP is the Monthly Payment in respect of Services provided in the relevant Month calculated in accordance with Paragraph 2; and

SC are the Service Credits calculated in accordance with Schedule 6 and approved by the Authority in accordance with Paragraph 4.12.

2. MONTHLY PAYMENT

2.1 Calculation of Monthly Payment

The Monthly Payment shall be calculated in accordance with the following formula:

$$MP = SF + (SCAF \times N_0) + (IPAF \times N_0)$$

Where:

SF is the Standard Fee calculated in accordance with Paragraph 2.2;

SCAF is the Spot Check Assessment Fee calculated in accordance with Paragraph 2.3;

IPAF is the In Person Assessment Fee calculated in accordance with Paragraph 2.4; and

N₀ is the number of Spot Check Assessments or In Person Assessments (as appropriate) in the relevant Month.

2.2 Standard Fee (SF)

2.2.1 Subject to Paragraph 3, the Standard Fee (SF) shall be as set out in table 1 below.

Table 1: Standard Fee (SF)

Unit	Standard Fee
Standard Fee	REDACTED

2.3 Spot Check Fee (SCAF)

2.3.1 Subject to Paragraph 3, the Spot Check Assessment Fee (SCAF) shall be as set out in table 2 below.

Table 2: Spot Check Assessment Fee (AAF)

Unit	Spot Check Assessment Fee (SCAF)
Each Spot Check Assessment in the relevant Month	REDACTED

2.4 In Person Assessment Fee (IPAF)

2.4.1 Subject to Paragraph 3, the In Person Assessment Fee (IPAF) shall be as set out in table 3, below.

Table 3: In Person Assessment Fee (IPAF)

Unit	In Person Assessment Fee (IPAF)
Each In Person Assessment in the relevant Month	REDACTED

3. INDEXATION OF PAYMENTS

3.1 The Standard Fee, the Spot Check Assessment Fee and the In Person Assessment Fee shall be Indexed on the second anniversary of the Services Commencement Date and annually thereafter in accordance with this Paragraph 3.

3.2 The indexed price in Contract Year 'n' is given by:

$$MP_n = SF_n + (SCAF_n \times N_{sc}) + (IPAF_n \times N_{IP})$$

Where:

MP_n is the Monthly Payment (Indexed) in Contract Year 'n';

SF_n is the Standard Fee (Indexed) in Contract Year 'n';

SCAF_n is the Spot Check Assessment Fee (Indexed) in Contract Year 'n';

IPAF_n is the In Person Assessment Fee (Indexed) in Contract Year 'n';

N_{sc} is the number of Spot Check Assessments in the relevant Month; and

N_{IP} is the number of In Person Assessments in the relevant Month;

3.3 Indexed Standard Fee

$$SF_n = SF_{n-1} \times aV$$

SF_{n-1} is the Standard Fee (Indexed) in Contract Year 'n -1';

a is the proportion of the Standard Fee that is indexed, where a = 96%;

V is the variation, calculated using the formula below:

$$V = \left(1 + \left(\frac{CPI_1 - CPI_0}{CPI_0} \right) \right)$$

where

CPI₀ is the Consumer Prices Index in Contract Year (n-1); and

CPI₁ is the Consumer Prices Index in Contract Year n.

3.4 Indexed Spot Check Assessment Fee

$$SCAF_n = SCAF_{n-1} \times bV$$

SCAF_{n-1} is the Spot Check Assessment Fee (Indexed) in Contract Year 'n -1';

b is the proportion of the Spot Check Assessment Fee that is indexed, where b = 100%

V is the variation, calculated using the formula below:

$$V = \left(1 + \left(\frac{CPI_1 - CPI_0}{CPI_0} \right) \right)$$

where

CPI₀ is the Consumer Prices Index in Contract Year (n-1); and

CPI₁ is the Consumer Prices Index in Contract Year n.

3.5 Indexed In Person Assessment Fee

$$IPAF_n = IPAF_{n-1} \times bV$$

IPAF_{n-1} is the In-Person Assessment Fee (Indexed) in Contract Year 'n -1';

b is the proportion of the In Person Assessment Fee that is indexed, where b = 100%

V is the variation, calculated using the formula below:

$$V = \left(1 + \left(\frac{CPI_1 - CPI_0}{CPI_0} \right) \right)$$

where

CPI₀ is the Consumer Prices Index in Contract Year (n-1); and

CPI₁ is the Consumer Prices Index in Contract Year n.

4. PAYMENT

- 4.1 The Supplier acknowledges that the Authority comprises departments including the Identified Bodies and, for the purposes of the Monthly Payment pursuant to this Schedule, each of the Identified Bodies shall receive its own invoice.
- 4.2 Within twenty four (24) hours of a Spot Check Assessment and/or In Person Assessment taking place, the Supplier shall notify the Authority of the outcome of such assessment. Such notification shall be delivered by the Supplier to the Authority by appropriate electronic means.
- 4.3 Within five (5) Working Days the notification being received in accordance with Paragraph 4.2, the Authority may either approve the outcome of the relevant assessment or notify the Supplier that it disputes such information. Any such notification shall be delivered by the Authority to the Supplier via appropriate electronic means.
- 4.4 If the Authority does not, within five (5) Working Days of receipt of notification from the Supplier, notify the Supplier pursuant to Paragraph 4.2 of its approval or not of the outcome of the relevant assessment, the assessment shall be deemed approved.
- 4.5 Where the Authority disputes the outcome of a Spot Check Assessment and/or In Person Assessment, the matter shall be dealt with in accordance with the Dispute Resolution Procedure.
- 4.6 Approval of a Spot Check Assessment and/or In Person Assessment by the Authority is without prejudice to its other rights and remedies, including its right to dispute an invoice following Receipt.
- 4.7 Only Spot Check Assessments and/or In Person Assessments which have been approved by the Authority shall be taken into account for the purposes of the Monthly Payment. The Monthly Payment will be calculated by adding the Standard Fee, Spot Check Fee and In Person Assessments Fee in accordance with Paragraph 2.1. The Monthly Payment will be allocated to and payable by Commissioning Bodies and Identified Bodies according to their anticipated usage of Language Services.
- 4.8 The Authority will notify the Supplier of the percentage of the Monthly Payment payable by each Commissioning Body and Identified Body at least thirty (30) Working Days before the Services Commencement Date. This percentage will be used by the Supplier to determine the proportion of the Monthly Payment payable by each Commissioning Body and Identified Body during the first three (3) Month period following (and including) the Services Commencement Date.
- 4.9 Within thirty (30) Working Days after the end of the first three Month period, the Authority will notify the Supplier of the percentage of the Monthly Payment payable by each Commissioning Body and Identified Body for the following six (6) Months. The Supplier will use this percentage to determine the proportion of the Monthly Payment payable by each Commissioning Body and Identified Body for such six (6) Month period. This process will be repeated on a six (6) Monthly basis for the remainder of the Contract Period.
- 4.10 If a Commissioning Body or Identified Body starts to receive Language Services part way through a Month, the Authority may notify the Supplier of updated percentages to determine the proportion of the Monthly Payment payable by each Commissioning Body or Identified Body for the remainder of the relevant period.
- 4.11 The Supplier will issue an invoice to each Commissioning Body or Identified Body on a Monthly basis for the sum payable calculated in accordance with the process set out in this Schedule.
- 4.12 Service Credits for Service Failures should not be applied to invoices but must be issued by the Supplier to the Authority (MoJ HQ (Newport address)) as a credit note each Month. The calculation of Service Credits shall be subject to the Approval of the Authority, which shall be

given or withheld in the Commercial and Contract Management Review Board meeting held the Month after the event giving rise to the Service Credits occurred. Where the Authority disputes the calculation of Service Credits then, without prejudice to its other rights and remedies, the matter shall be dealt with in accordance with the Dispute Resolution Procedure.

- 4.13 Each invoice and credit note shall be raised on the fifteenth (15th) Working Day of each Month. In relation to any Termination Payment due, such invoice shall be raised within thirty (30) days of the effective date of termination of this Contract. If such day is not a Working Day, the invoice shall be raised on the next Working Day. The Supplier shall first submit to each Commissioning Body and Identified Body a draft invoice, together with all necessary supporting documentation, setting out the amount payable. The Authority shall use reasonable endeavours to procure that the Commissioning Body or Identified Body shall verify draft invoices in a timely fashion and, in any event within five (5) Working Days of its Receipt and, following such verification, the Supplier shall be entitled to submit its invoice.
- 4.14 The Supplier shall ensure that each invoice or credit note contains the following information to the extent it is applicable to the payment due under that invoice or credit note:
- 4.14.1 the date of invoice or credit note;
 - 4.14.2 a unique reference number;
 - 4.14.3 the purchase order number, if any;
 - 4.14.4 for invoices, the period to which the relevant proportion of the Monthly Payment relates and the sum due and, for credit notes, the period to which the Service Credits relate and the amount of Service Credits;
 - 4.14.5 the Termination Payment, together with such other information as may be required in order to show how the Termination Payment has been calculated;
 - 4.14.6 the total payment due gross and net of any applicable deductions and, separately, any VAT or other sales tax properly payable;
 - 4.14.7 the contact name and telephone details of a responsible person in the Supplier's finance department in the event of query; and
 - 4.14.8 the banking details for payment to the Supplier.
- 4.15 The Supplier shall provide such other supporting information as may be reasonably requested by a Commissioning Body or Identified Body from time to time to substantiate an invoice or credit note.
- 4.16 All invoices and credit notes submitted by a Supplier to a Commissioning Body or Identified Body shall be expressed in pounds sterling (£).
- 4.17 Subject to the terms of this Contract, the Authority shall use reasonable endeavours to procure that the relevant Commissioning Body or Identified Body shall make payment to the Supplier in pounds sterling (£) by electronic transfer within thirty (30) days of Receipt of a valid invoice.
- 4.18 Subject to the terms of this Contract, the Supplier shall make payment to the Authority in pounds sterling (£) by electronic transfer within thirty (30) days of receipt of a valid credit note.
- 4.19 If a Commissioning Body, Identified Body or the Supplier fails to pay undisputed amounts properly payable under this Contract by the due date, the issuer of the invoice or recipient of the credit note (as the case may be) shall have the right to charge interest on the overdue amount at a rate of 3% per annum above the Bank of England's base rate from time to time. Such interest

shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgement.

- 4.20 On the first Working Day of each Month, the Supplier shall provide to the Authority a consolidated summary of all invoices and credit notes which have been raised in the previous Month.

5. **DISPUTED INVOICES**

- 5.1 If a Commissioning Body or Identified Body disputes any invoice following Receipt:
- 5.1.1 the relevant Commissioning Body or Identified Body shall notify the Supplier of such disputed invoice and provide details of the specific elements of the invoice which are in dispute;
 - 5.1.2 following notification, the disputed invoice shall be immediately deemed void and the Supplier shall re-issue two (2) invoices to the Commissioning Body or Identified Body, the first for the disputed sum (the **Disputed Invoice**) and the second for the undisputed sum (the **Undisputed Invoice**);
 - 5.1.3 Paragraph 4 shall apply in respect of the Undisputed Invoice; and
 - 5.1.4 the Disputed Invoice shall be referred to the Dispute Resolution Procedure for resolution.

SCHEDULE 8

Governance

1. INTRODUCTION AND OBJECTIVES

- 1.1 This Schedule 8 sets out the arrangements agreed between the Parties for the management of their relationship and the relationship with each of the Language Services Suppliers during the Contract Period.
- 1.2 The Parties agree that the objectives of the governance approach implemented by the Parties in this Schedule 8 include to:
- 1.2.1 establish and maintain trust between the Parties and each of the Language Services Suppliers including by acting in an open, reliable and competent manner;
 - 1.2.2 maintain the involvement of the Authority's stakeholders throughout the Contract Period;
 - 1.2.3 enable the Authority to communicate and the Supplier to understand the Authority's changing objectives;
 - 1.2.4 manage change efficiently and in a cost effective and timely manner for the Authority; and
 - 1.2.5 identify early, avoid and/or promptly resolve any issues, problems or disputes that may arise between the Parties and each of the Language Service Suppliers.

2. MANAGEMENT OF THE SERVICES

- 2.1 No later than the Services Commencement Date, the Supplier shall appoint an Account Management Team who shall be responsible for ensuring the proper delivery of the Services to the Commissioning Bodies. Each member of the Account Management Team shall be a member of Key Personnel.
- 2.2 The Supplier shall procure that the Account Management Team meets with a representative of each Commissioning Body on at least a Monthly basis (unless otherwise agreed in writing with the Commissioning Body) to discuss the provision of the Services to the relevant Commissioning Body.

3. GOVERNANCE BOARDS

- 3.1 In accordance with this Schedule 8, the Parties will create and maintain for the Contract Period the following boards on which the Parties shall be represented:
- 3.1.1 a Commercial and Contract Management Review Board;
 - 3.1.2 a Strategic Board; and
 - 3.1.3 a Quality Assurance Board for each Language Service Supplier,
- (together the **Governance Boards**).
- 3.2 The Parties shall ensure the Governance Boards are established no later than the Services Commencement Date.

- 3.3 By the Services Commencement Date, the Supplier shall appoint a Supplier Board Lead for each Board. The Supplier may appoint a single Supplier Board Lead to sit on all Governance Boards or a separate Supplier Board Lead for each provided that the Supplier Board Lead for the Strategic Board must be a senior member of its Personnel. Each Supplier Board Lead shall be a member of Key Personnel.
- 3.4 An Authority Board Lead shall be appointed by the Authority for each respective Governance Board and shall be responsible for:
- 3.4.1 scheduling Board Meetings;
 - 3.4.2 setting and circulating the agenda for Board Meetings in advance of each meeting;
 - 3.4.3 chairing the respective Board Meetings;
 - 3.4.4 monitoring the progress of any follow up tasks and activities agreed to be carried out during Board Meetings; and
 - 3.4.5 ensuring that minutes for Board Meetings are recorded and disseminated electronically to all attendees of the meeting within seven (7) Working Days after the Board Meeting.

4. BOARD MEETINGS AND DECISIONS

- 4.1 The Governance Boards shall meet in accordance with the frequency set out in Annex 1 to this Schedule 8. In addition to those Board Meetings required by this Schedule 8, the Board Leads for each Governance Board may agree what additional meetings they wish to hold, if any, in order to discharge the responsibilities and purpose of the relevant Governance Board. The Board Leads will review the meetings schedule at least once in each year.
- 4.2 Each Party shall ensure that its Board Members shall make all reasonable efforts to attend the respective Governance Boards 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:
- 4.2.1 a delegate attends the relevant Board Meeting in his/her place who is properly briefed and prepared; and
 - 4.2.2 that he/she is debriefed by such delegate following the Board Meeting.
- 4.3 Except as otherwise set out in this Paragraph, the Board Meetings shall be quorate as long as at least two (2) representatives of each Party are present, which must include both Authority Board Lead and Supplier Board Lead (or, in each case, his/her respective delegate). For the purposes of the Quality Assurance Board, at least two (2) representatives of the respective Language Services Supplier must also be present.
- 4.4 During Transition, the Parties shall agree the format and structure of the Pre-Meeting Reports and Management Information (each of which may be amended from time to time in accordance with Schedule 9) to be delivered by the Supplier for the purposes of each Board Meeting.
- 4.5 The Supplier Board Lead shall complete and deliver the relevant Pre-Meeting Report and Management Information to the Authority Board Lead no less than ten (10) Working Days prior to the Board Meeting to which the Pre-Meeting Report relates, or on such other date as the Authority Board Lead may agree in writing.
- 4.6 The agenda of the respective Board Meetings shall be in accordance with the standing items set out in Annex 1 to this Schedule 8, together with any such additional items the Board Members may wish to raise.

- 4.7 Board Meetings may be conducted through electronic means without any necessity that all participants are physically present at a particular location.
- 4.8 Meetings of each Governance Board shall be minuted by the Authority Board Lead (or an individual acting on his/her behalf) and agreed with the Supplier Board Lead (such agreement not to be unreasonably withheld or delayed) before circulation to the attendees of the Board Meeting in question. In the case of the Quality Assurance Board, the minutes shall also be agreed with the board lead of the respective Language Services Supplier.
- 4.9 The Parties shall use all reasonable endeavours to ensure that the Governance Boards make decisions through timely and effective communication and agreement to decisions shall not be unreasonably withheld by its Board Members. Each Party shall ensure that its Board Members have appropriate authority, skill and experience to make decisions and ensure the objectives of the respective Governance Boards are discharged.
- 4.10 Board Members may, with the consent of the Authority Board Lead (such consent not to be unreasonably withheld or delayed), invite other persons to attend meetings of that Governance Board. For the avoidance of doubt, only Board Members have the authority to make decisions during the respective Board Meetings.
- 4.11 In the event that either Party wishes to replace any of its appointed Board Members, it shall notify the other's Board Lead in writing of the proposed change which, in respect of the Supplier's Board Members shall be subject to the Approval of the Authority (such Approval not to be unreasonably withheld or delayed).

5. CHANGE CONTROL IMPACT

- 5.1 To the extent that a decision made by a Governance Board has the effect of creating a Contract Change, that Contract Change shall be managed in accordance with the Change Control Procedure.

6. GOVERNANCE BOARD PERFORMANCE MEASUREMENT

- 6.1 The Parties acknowledge that the successful operation of the governance procedures in the Contract is a key determining factor in the success of the Contract. Therefore the operation of the governance procedures shall be managed as follows:
- 6.1.1 each Governance Board shall be measured against its objectives set out in the Annex to this Schedule 8;
- 6.1.2 if, in the opinion of the Strategic Board, either the Commercial and Contract Management Review Board and/or any of the Quality Assurance Board are failing to meet its objectives then the Strategic Board will require that the respective board makes appropriate changes to its ways of working as shall be confirmed by the Authority Board Lead of the Strategic Board in writing. Such requirements may include one or more of the following:
- (a) the commitment of more resources to the activities of the relevant board;
 - (b) the prompt replacement of Board Members making up the relevant board who, in the reasonable opinion of the Strategic Board, have been under-performing or are otherwise unsuitable (for example due to a failure to properly accept accountability or responsibility);
 - (c) increasing the frequency of the Board Meetings or reporting requirements of the relevant board; and/or

(d) modification to the type and style of reports and associated metrics.

ANNEX 1

GOVERNANCE BOARDS

Strategic Board	
Authority Board Lead & Chair of Board	Senior Responsible Officer.
Other Authority Board Members	<p>Head of the Contracted Services & Performance team.</p> <p>Other members of the Contracted Services & Performance team (as appropriate).</p> <p>Head of Commercial and Contract Management – Contract Management.</p> <p>Senior Commercial and Contract Manager.</p> <p>Other member of Commercial and Contract Management (as appropriate).</p> <p>Members of the Commissioning Bodies. .</p>
Supplier Board Lead	Account Director.
Other Supplier Board Members	Senior members of the Account Management Team.
Quality Assurance Supplier Board Lead	Account Director for Quality Assurance Supplier.
Quality Assurance Supplier Board Members	Appropriate Personnel of Quality Assurance Supplier.
Frequency	Quarterly.
Purpose	Provides a forum for strategic discussions between the senior management of both Parties.
Standing Agenda	<p>Review of Pre-Meeting Report and action points arising.</p> <p>Validate the service delivery model is being followed and continuously improved.</p> <p>Review the nature and progress of the relationship between the Parties and other stakeholders and alignment with the Authority's strategy and any long-term plans.</p> <p>Review the provision of the Services at a macro level.</p> <p>Review issues escalated by the Commercial and Contract Management Review Board.</p> <p>Review the performance of the Commercial and Contract Management Review Board.</p>
Inputs	Performance and financial reports.

Strategic Board	
	<p>Summary data from other meetings.</p> <p>Escalation of issues unresolved from other meetings.</p>
Outputs	Key decisions made at a strategic level.
Pre-Meeting Reports	<p>Strategic Board report to include:</p> <p>Executive Summary – Highlighting key insights, thoughts for consideration and recommended actions.</p> <p>Performance overview – A macro level view of Supplier's performance in relation to the Contract.</p> <p>Key accomplishments – A list of key accomplishments that the Supplier and the Authority have delivered jointly during the past 6 Months.</p> <p>Benefits realisation – A list of financial and operational benefits delivered to the Authority.</p> <p>Change – to review any planned Contract Changes.</p> <p>Governance performance - A list of any issues associated with the governance framework that requires senior management involvement.</p>

Commercial and Contract Management Review Board	
Authority Board Lead & Chair of the Board	Senior Commercial and Contract Manager.
Other Authority Board Members	<p>Senior Responsible Officer.</p> <p>Head of the Contracted Services & Performance team.</p> <p>Other members of the Contracted Services & Performance team (as appropriate).</p> <p>Other member of Commercial and Contract Management (as appropriate).</p>
Supplier Board Lead	Account Director.
Other Supplier Board Members	Senior members of the Account Management Team.
Frequency	Monthly.
Purpose	To review the contractual commitments and obligations of Supplier to the Authority are being delivered (including those in respect of the Service and financials).
Standing Agenda	Review of Pre-Meeting Report and action points arising.

Commercial and Contract Management Review Board	
	<p>Review the Supplier's performance based on previous Month against KPIs and Commissioning Bodies' feedback.</p> <p>Review the reasons for the award of any Service Credits.</p> <p>Review and make decisions based on the outcome of contract management reviews (problems, root cause analysis, etc.).</p> <p>Review Commissioning Bodies' use of the Services to ensure maximum operational effectiveness and value for money.</p> <p>Review management of any Sub-contractor performance issues.</p> <p>Review financial model information and any proposed changes to the model. Also review and discuss variances to the model.</p> <p>Review demand levels to ensure service capacity at all times.</p> <p>Review Contract to ensure it meets any evolving business needs based on any service discussions and any administrative procedures keeping the Contract up to date are being managed.</p> <p>Review of any planned Contract Changes.</p> <p>Review any issues that need escalation to the Strategic Board.</p>
Inputs	<p>All performance reports.</p> <p>Financial data – TBC.</p>
Outputs	<p>Remedial actions for improving Supplier performance under the Contract.</p>
Pre-Meeting Reports	<p>Commercial and Contract Management Review Board Report to include:</p> <p>Performance reporting – A dashboard of the Supplier's performances against KPIs, broken down by category of spend.</p> <p>Risks and Issue management – A table outlining any issues that have been raised by Commissioning Bodies.</p> <p>Service credit management – A financial breakdown of the Service Credits to be issued by the Supplier to the Authority for non-compliance with KPIs.</p> <p>Spend breakdown – Analysis of the costs incurred as a result of the provision of the Services broken down by each Commissioning Body.</p> <p>Continual improvement tracking – An analysis on continuous improvement / value enhancing initiative.</p>

Quality Assurance Board	
Authority Board Lead & Chair of Board	Senior Responsible Officer or Head of the Contracted Services & Performance team (as decided by the Authority from time to time).
Other Authority Board Members	Other members of the Contracted Services & Performance team (as appropriate). Commercial and Contract Management.
Supplier Board Lead	Account Director
Other Supplier Board Members	Senior members of the Account Management Team.
Language Services Supplier Board Lead	Account Director for Language Services Suppliers.
Language Services Supplier Board Members	Appropriate Personnel of Language Services Suppliers.
Frequency	Each Quality Assurance Board shall meet Monthly for the first six (6) Months of the Contract Period and quarterly thereafter.
Purpose	Provides a forum for discussions between the Authority, the Supplier and the Language Services Suppliers.
Standing Agenda	<p>Review of Pre-Meeting Report and action points arising.</p> <p>Review the development and attendance of the Trainee Scheme to ensure it meets any evolving business needs.</p> <p>Review and make decisions based on the outcome of any Mystery Shopper Assessments and Spot Check Assessments.</p> <p>Review Commissioning Bodies' use of the Services to ensure maximum operational effectiveness.</p> <p>Review supply and demand for Bookings.</p> <p>Review management of any performance issues with particular languages.</p> <p>Review of any planned Contract Changes which would have an impact on the Quality Assurance Supplier, Language Service Suppliers and/or Commissioning Bodies.</p> <p>Review any issues that need escalation.</p>
Inputs	<p>Data relating to Mystery Shopper Assessments and Spot Check Assessments.</p> <p>Information relating to the Trainee Scheme.</p>

Quality Assurance Board	
	<p>Supply and demand from bookings.</p> <p>Summary data from other meetings.</p> <p>Escalation of issues unresolved from other meetings.</p>
Outputs	Key decisions made at a strategic level.
Pre-Meeting Reports	<p>Quality Assurance Board report to include:</p> <p>Executive Summary – Highlighting key insights, thoughts for consideration and recommended actions.</p> <p>Trainee Scheme overview – A macro level view of the Trainee Scheme in relation to the Contract.</p> <p>Assessment Overview – a macro level view of the Mystery Shopper Assessments and Spot Check Assessments for the period.</p> <p>Key accomplishments – A list of key accomplishments that the Supplier and the Authority have delivered jointly during the past six (6) Months.</p> <p>Benefits realisation – Benefits of the relationship between the Supplier and the Quality Assurance Supplier.</p> <p>Change – to review any planned Contract Changes.</p> <p>Governance performance - A list of any issues associated with the governance framework that requires senior management involvement.</p>

SCHEDULE 9

Reports, Records and Management Information

1. INTRODUCTION

- 1.1 The objective of this Schedule is to set out the Authority's requirements for the detail and provision of Management Information, reports, records and other information from the Supplier, including the timing and process of delivery.
- 1.2 This Schedule 9 is without limitation to the Supplier's obligation to promptly provide to the Authority any other information and/or reports required under this Contract or otherwise requested from time to time.

2. MANAGEMENT INFORMATION

- 2.1 The Supplier shall provide to the Authority the Management Information in accordance with the timescales agreed during Transition, and otherwise promptly, and in any event of two (2) Working Days, of request.
- 2.2 The Authority may make reasonable changes to the format and frequency in which the Management Information must be provided through the Transition Period and thereafter by giving the Supplier one (1) Months' written notice. Such changes may be made at the Authority's discretion and without the need to go through the Change Control Procedure. The Supplier shall affect such changes at no cost to the Authority or any other Commissioning Body

3. REPORTS

- 3.1 The Supplier shall prepare and issue reports in accordance with the frequency and distribution list as set out in Annex 2 to this Schedule 9. The Parties shall agree in writing the format of the reports and any detail specifically required (other than that already set out in the Contract), such agreement not to be unreasonably withheld or delayed.
- 3.2 In addition to Paragraph 3.1, the Supplier shall promptly, and in any event within two (2) Working Days of request (and in the case of Paragraph 3.2.1, immediately upon becoming aware) provide to the Authority reports which set out:
- 3.2.1 areas of concern relating to the provision of the Services and of matters that may become of ministerial interest and/or may have media interest (whether relating to the Authority and/or any other Commissioning Body). This includes, but is not limited to, Parliamentary questions, FOIA requests and any other requests for information from third parties; and
- 3.2.2 information to fulfil the Authority's obligations to supply information for Parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and the Auditor General, and
- in preparing such reports, the Supplier shall include such information as the Authority may reasonably request.
- 3.3 The Parties may agree to incorporate a number of reports into a single report (such agreement not to be unreasonably withheld or delayed).
- 3.4 The Authority may, from time to time, reasonably request the Supplier produces reports outside of the frequency shown in Annex 2 to this Schedule 9 and/or produce reports other than those referred to in this Contract and the Supplier shall provide such reports, at its cost, to the Authority in the timeframe requested by the Authority.

4. RECORDS

- 4.1 The Supplier shall keep full, true and accurate records, accounts, books, data, documents, equipment and other information and property relevant to the performance of the Services (whether in electronic format or otherwise) as may be reasonably required to show the Supplier's compliance with its obligations under this Contract, the Services provided and the charges paid by the Commissioning Bodies under this Agreement (including those set out in Annex 3 to this Schedule 9 and otherwise required to be kept under this Contract) in accordance with the applicable Retention Period.
- 4.2 The Supplier shall keep the records and accounts it maintains under this Contract in accordance with Good Industry Practice, in chronological order and in a form that is capable of audit.
- 4.3 The Supplier shall comply with the Authority's instructions in respect of the retention of records and accounts under this Contract including that set out in Schedule 14 4 and any other retention of records policy which the Authority may make available to the Supplier at its discretion from time to time without the need to refer the matter to the Change Control Procedure. The Supplier agrees to effect such change at no additional cost to the Authority or any other Commissioning Body.
- 4.4 Wherever practical, the Supplier shall retain original records. True copies of the original records may be kept by the Supplier where it is not practicable to retain original records.
- 4.5 The Supplier agrees that should it be uncertain as to when records and other information should be deleted or disposed of in accordance with the Retention Period it shall not delete or dispose of such information or records until it has consulted with the Commissioning Body to whom the information or records belong.
- 4.6 The Supplier agrees the Authority may, at its discretion, amend the Retention Periods from time to time upon written notice to the Supplier and without the need to refer the matter to the Change Control Procedure. The Supplier agrees to effect such change at no additional cost to the Authority or any other Commissioning Body.

5. ACCESS

- 5.1 Upon request, the Supplier shall promptly, and in any event within two (2) Working Days of request:
- 5.1.1 make available to the Authority the Management Information, reports and records required under this Contract and all of the underlying data and documents that support any of them; and
- 5.1.2 answer any questions that the Authority may have in respect of the Management Information, reports and records made available under and/or generated in respect of this Contract.

ANNEX 1

PERFORMANCE MANAGEMENT INFORMATION

Quality Assessments	Mystery shopping	No of assessments provided
	Spot check	No of assessments provided
	Re-Assessment reports	No of re-assessments
	Appeals	No of assessment appeals
Feedback	Feedback	Summary of feedback received (Qtly)
Professional Development	New entrants	New entrants on Trainee Scheme
	Success	No of trainees moving up Qualification Levels
	Stakeholder feedback	Stakeholder feedback on Trainee Scheme
	New trainees	Number of new trainees onto the scheme - Number TBC
	Trainee Progress	Number of trainees becoming qualified - Number TBC
Referred Complaints	CoC breach	No of complaints referred from other WPP

FINANCE MANAGEMENT INFORMATION

Data Requested	Description of data (where necessary)
Invoice No	The unique invoice number
Job Ref	The unique reference number of the Booking
Venue Ref No.	
Commissioning Body	
Standard Fee	As per Schedule 7
Service Credits	As per Schedule 7
Service Payment	As per Schedule 7
VAT	
Reporting Region	The geographical regions relevant to each Commissioning Body including those in Annex 8 of the Specification.
Commissioning Body Ref Number# (Case Number#/Appeal Number#)	
Hearing Type	The type of case or hearing for which the Booking has been made for example Crime, Tribunal, Family.
From Language	

To Language	
Job Start Date	
Job End Date	
Requester Name	
Account Structure Operation Unit	Finance accounting data provided by the Authority.
Account Structure BER	Finance accounting data provided by the Authority.
Account Structure NAC	Finance accounting data provided by the Authority.
Venue Address	
Venue Town	
Venue County	
Venue Postcode	

ANNEX 2

REPORTS

Report Name	Responsible Supplier Personnel	Frequency and Date of Report	The Authority Distribution List
Strategic Board Report	Supplier Board Lead	Quarterly - 10 Working Days before the relevant meeting	Authority Board Lead
Commercial and Contract Management Board Report	Supplier Board Lead	Monthly - 10 Working Days before the relevant meeting	Authority Board Lead
Continuous Improvement Reports for each Governance Board	Supplier Board Lead	Monthly - 10 Working Days before the relevant meeting	Authority Board Lead

ANNEX 3

RECORDS

Record	Description
Agreement	<p>This Contract and all amendments to it.</p> <p>All other documents which this Contract expressly requires to be prepared.</p> <p>Notices, reports and other documentation submitted in accordance with this Contract.</p>
Supplier's Personnel	<p>A list of all job titles, job descriptions and responsibilities assigned to the Personnel (including Personnel of any Sub-contractor), including whether such Personnel are engaged on a full-time or part-time basis.</p> <p>Information that will enable the Authority, or such Other Supplier on its behalf, to accurately maintain the Register.</p>
Supplier's Key Personnel	Records relating to the appointment and succession of the Key Personnel.
Sub-contracts	A list of all Sub-contracts it has entered into in respect of this Contract, including details as to the rights to terminate, assign (including whether the Sub-contract may be freely assigned to the Authority) and novate the Sub-contract, potentially price-affecting terms and any other information reasonably required to understand the nature, scope and purpose of such Sub-contracts and any potential risks to business continuity.
Assets and Intellectual Property	<p>A register which shall detail all Supplier Assets (including Intellectual Property Rights) used or created by the Supplier and/or its Personnel during the provision of the Services and:</p> <p>(a) where the item or rights referred to belong or are subject to the rights of a third party then:</p> <p>(b) the identity of such third party;</p> <p>(c) details of the third party's rights;</p> <p style="padding-left: 40px;">(i) details of the terms upon which the item or right has been made available to the Supplier (a copy of which may be disclosed to the Authority upon request); and</p> <p style="padding-left: 40px;">(ii) any other information with the Authority should be made aware of in respect of such rights.</p> <p>(d) and where the Supplier Asset is or comprises software, whether:</p> <p style="padding-left: 40px;">(i) it is commercially available (from the Supplier or a third party);</p>

	<ul style="list-style-type: none"> (ii) not commercially available, but developed by the Supplier or a third party specifically for use in the Services; or (iii) not commercially available and not developed by the Supplier or a third party specifically for use in the Services. <p>An inventory of all Commissioning Body Materials and Deliverables that are in the Supplier's possession and/or under its control (or that of its Personnel).</p>
Premises	<p>A list of Supplier's Premises used in the delivery of the Services and the premises of its Sub-contractors who perform Services on behalf of the Supplier, including:</p> <ul style="list-style-type: none"> (a) the address of the premises; (b) a brief description of the location; (c) the nature of the premises used in connection with the Services; (d) the Services carried out at the location; and (e) the hours of operation.
Processes	<p>Details of all processes and procedures (manually and electronically managed) used in connection with the performance and delivery of the Services</p> <p>Details of the data structures in which the Commissioning Body Data is stored and processed.</p>
Performance	<p>All performance statistics and details of any performance issues and complaints relating to the Services.</p>
Operational Service Manuals	<p>All operational manuals prepared by the Supplier for the purpose of the provision of the Services.</p>
Training	<p>Details of all training materials used in connection with the performance and delivery of the Services.</p>
Certification	<p>All certificates, licences, registrations and warranties in each case obtained by the Supplier in relation to the provision of the Services.</p>
Change Control Procedure Documentation	<p>Documents submitted by the Supplier pursuant to the Change Control Procedure.</p> <p>Evidence of all Contract Changes approved in accordance with the Change Control Procedure.</p>
Dispute Resolution	<p>Documents submitted by the Supplier following invocation of the Dispute Resolution Procedure by either Party.</p>
Disposal Records	<p>Documents that record the secure disposal of Commissioning Body Assets, Commissioning Body Materials and Deliverables,</p>

	whether such disposal is effected by the Supplier or its Personnel.
Change of Control	Documents evidencing any change in ownership or control of the Supplier.
Financial Records	The Open Book Data. Documents prepared by the Supplier in support of claims for Service Payment including all invoices raised. Supplier and its Sub-contractors invoices and records related to applicable taxes.
Legal	Records required to be retained by the Supplier by Law, including in relation to health and safety matters and health and safety files and all consents. A list of any on-going and/or threatened disputes in relation to the Services (whether in respect of the Supplier or its Personnel)
Security	All records concerning security incidents.
Risk	A register setting out all risk arising in connection of the Services.
Force Majeure	Documents prepared by the Supplier or received by the Supplier from a third party relating to a Force Majeure Event.

ANNEX 4
RETENTION

Description	Length of Time
The Register including all previous versions which may be held and all Language Professional Data.	1 year after the termination or expiry of Contract (whichever is earlier).
Record of all complaints received, actions taken and the resolution by Commissioning Bodies, Language Services Suppliers and Language Professionals.	1 year after the termination or expiry of Contract (whichever is earlier).
Management records in relation to the Trainee Scheme, including the number of new entrants, trainees moving up the Qualification Levels, stakeholder feedback and trainee feedback, and any unsuccessful entrants.	1 year after termination or expiry of Contract (whichever is earlier).
Written confirmation forms from all Language Professionals that they consent to their details and associated data being shared with the Commissioning Bodies, Supplier and the Language Services Suppliers.	1 year after termination or expiry of Contract (whichever is earlier).
Confirmation of the Onboarding Process together with verification forms as evidence that checks have been completed to the required standard by all Language Professionals. To include explanations if requirements were not met.	1 year after termination or expiry of Contract (whichever is earlier).
Log of all Mystery Shopping Assessments, In-Person Assessments and Spot Check Assessments exercises and their outcomes, and storage of previous logs once updated.	1 year after termination or expiry of Contract (whichever is earlier).
Financial records and reports, including but not limited to Language Professionals' timesheets and all records of payments/credits and how these calculations were arrived at.	7 years from the date of the transaction
Management Information outputs and reports	3 months after the termination or expiry of the Contract (whichever is earlier).
Records of disposal of records	2 years after the termination or expiry of Contract (whichever is earlier).
Archived data	In line with retention schedule as if data had not been archived.

SCHEDULE 10

Change Control Procedure

1. GENERAL PRINCIPLES OF CHANGE CONTROL PROCEDURE

- 1.1 This Schedule sets out the procedure for dealing with changes to the Contract.
- 1.2 The Parties shall deal with Contract Change as follows:
- 1.2.1 either Party may request a Contract Change which they shall initiate by issuing a Change Request in accordance with Paragraph 3;
 - 1.2.2 unless this Contract otherwise requires, the Supplier shall assess and document the potential impact of a proposed Contract Change in accordance with Paragraph 4 before the Contract Change can be either approved or implemented;
 - 1.2.3 the Authority shall have the right to request amendments to a Change Request, approve it or reject it in the manner set out in Paragraph 5;
 - 1.2.4 the Supplier shall have the right to reject a Change Request solely in the manner and circumstances set out in Paragraph 6;
 - 1.2.5 save as otherwise provided in this Contract, no proposed Contract Change shall be implemented by the Supplier until a Change Authorisation Note has been signed and issued by the Authority in accordance with Paragraph 5.2; and
 - 1.2.6 if a proposed Contract Change is a Fast-track Change, it shall be processed in accordance with Paragraph 7.
- 1.3 To the extent that any Contract Change requires testing and/or a programme for implementation, then the Parties shall specify the testing and/or programme for implementation required as part of the Change Authorisation Note, and, where appropriate, the Change Authorisation Note relating to such a Contract Change shall specify the milestones and milestone date(s) in respect of such Contract Change for the purposes of such procedures.
- 1.4 Until a Change Authorisation Note has been signed and issued by the Authority in accordance with Paragraph 5.2, then:
- 1.4.1 unless the Authority expressly agrees (or requires) otherwise in writing, the Supplier shall continue to supply the Services in accordance with the existing terms of this Contract as if the proposed Contract Change did not apply; and
 - 1.4.2 any discussions, negotiations or other communications which may take place between the Authority and the Supplier in connection with any proposed Contract Change, shall be without prejudice to each Party's other rights under this Contract.

2. COSTS

- 2.1 Subject to Paragraph 2.2
- 2.1.1 the costs of preparing each Change Request shall be borne by the Party making the Change Request; and
 - 2.1.2 the costs incurred by the Supplier in undertaking an Impact Assessment shall be borne by the Supplier.

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

3. CHANGE REQUEST

3.1 Either Party may issue a Change Request to the other Party at any time during the Contract Period. A Change Request shall be substantially in the form of Annex 1 of this Schedule 10 and state whether the Party issuing the Change Request considers the proposed Contract Change to be a Fast-track Change.

3.2 The Supplier shall prepare and provide to the Authority an Impact Assessment to the Authority as soon as is reasonably practicable but in any event within ten (10) Working Days of the date of issue of the Change Request.

4. IMPACT ASSESSMENT

4.1 Each Impact Assessment shall be completed accurately and comprehensively and shall include:

4.1.1 details of the proposed Contract Change including the reason for the Contract Change;

4.1.2 details of the impact of the proposed Contract Change on the Services and the Supplier's ability to meet its other obligations under this Contract;

4.1.3 any variation to the terms of this Contract that will be required as a result of that impact;

4.1.4 details of the cost of implementing the proposed Contract Change;

4.1.5 details of the ongoing costs required by the proposed Contract Change when implemented, including any increase or decrease in the Service Payment, any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;

4.1.6 a timetable for the implementation, together with any proposals for the testing of the Contract Change;

4.1.7 details of how the proposed Contract Change will ensure compliance with any applicable Law; and

4.1.8 such other information as the Authority may reasonably request in (or in response to) the Change Request.

4.2 If the Contract Change involves the processing or transfer of any Personal Data outside the European Economic Area, the preparation of the Impact Assessment shall also be subject to Clause 35.

4.3 Subject to the provisions of Paragraph 4.4, the Authority shall review the Impact Assessment and respond to the Supplier in accordance with Paragraph 5 within fifteen (15) Working Days of receiving the Impact Assessment.

4.4 If upon receipt of the Impact Assessment, the Authority reasonably considers that it requires further information regarding the proposed Contract Change so that it may properly evaluate the Change Request and the Impact Assessment, it shall notify the Supplier of this fact and detail the further information that it requires. The Supplier shall then re-issue the relevant Impact Assessment to the Authority within ten (10) Working Days of receiving such notification. At the Authority's discretion, the Parties may repeat the process described in this Paragraph 4.4 until the Authority is satisfied that it has sufficient information to properly evaluate the Change Request and Impact Assessment.

4.5 Subject to Paragraph 5 and Clause 28.1, the Supplier shall only be entitled to increase the Service Payment if it can demonstrate in the Impact Assessment to the Authority's satisfaction that the proposed Contract Change requires additional resource and, in such event any change to the Service Payment resulting from a Contract Change (whether the change will cause an increase or decrease in the Service Payment) will be strictly proportionate to the increase or decrease in the level of resources required for the provision of the Services. The calculation of costs for the purpose of Paragraphs 4.1.4 and 4.1.5 shall:

- 4.5.1 be based on the Open Book Data;
- 4.5.2 include estimated volumes of each type of resource to be employed;
- 4.5.3 include full disclosure of any assumptions underlying such Impact Assessment; and
- 4.5.4 include details of any new Sub-contracts necessary to accomplish the Change.

5. AUTHORITY'S RIGHT OF APPROVAL

5.1 Within fifteen (15) Working Days of receiving the Impact Assessment from the Supplier or within ten (10) Working Days of receiving the further information that it may request pursuant to Paragraph 4.4, the Authority shall evaluate the Change Request and the Impact Assessment and shall do one of the following:

- 5.1.1 approve the proposed Contract Change, in which case the Parties shall follow the procedure set out in Paragraph 5.2;
- 5.1.2 in its absolute discretion reject the Contract Change, in which case it shall notify the Supplier of the rejection. If the Authority does reject a Contract Change, then it shall explain its reasons in writing to the Supplier as soon as is reasonably practicable following such rejection; or
- 5.1.3 in the event that it reasonably believes that a Change Request or Impact Assessment contains errors or omissions, require the Supplier to modify the relevant document accordingly, in which event the Supplier shall make such modifications within five (5) Working Days of such request. Subject to Paragraph 4.4, on receiving the modified Change Request and/or Impact Assessment, the Authority shall approve or reject the proposed Contract Change within ten (10) Working Days.

5.2 If the Authority approves the proposed Contract Change pursuant to Paragraph 5.1 and it has not been rejected by the Supplier in accordance with Paragraph 6, then the Authority shall inform the Supplier and the Supplier shall prepare two (2) copies of a Change Authorisation Note which it shall sign and deliver to the Authority for its signature. Following receipt by the Authority of the Change Authorisation Note, it shall sign both copies and return one (1) copy to the Supplier. On the Authority's signature the Change Authorisation Note shall constitute (or, where the Authority has agreed to or required the implementation of a Change prior to signature of a Change Authorisation Note, shall constitute confirmation of) a binding variation to this Contract.

5.3 If the Authority does not sign the Change Authorisation Note within ten (10) Working Days, then the Supplier shall have the right to notify the Authority and if the Authority does not sign the Change Authorisation Note within five (5) Working Days of such notification, then the Supplier may refer the matter to the Dispute Resolution Procedure.

6. SUPPLIER'S RIGHT OF APPROVAL

6.1 Following an Impact Assessment, if:

- 6.1.1 the Supplier reasonably believes that any proposed Contract Change which is requested by the Authority would:

- (a) materially and adversely affect the risks to the health and safety of any person; and/or
- (b) require the Services to be performed in a way that infringes any Law; and/or

6.1.2 the Supplier demonstrates to the Authority's reasonable satisfaction that the proposed Contract Change is technically impossible to implement and neither the Supplier Solution nor the Services Description state that the Supplier does have the technical capacity and flexibility required to implement the proposed Contract Change;

then the Supplier shall be entitled to reject the proposed Contract Change and shall notify the Authority of its reasons for doing so within five (5) Working Days after the date on which it is obliged to deliver the Impact Assessment pursuant to Paragraph 3.2.

7. FAST-TRACK CHANGES

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

7.2 If:

7.2.1 the total number of Contract Changes in relation to which this Fast-track Change procedure has been applied does not exceed 4 in any twelve (12) Month period; and

7.2.2 both Parties agree the value of the proposed Contract Change over the remaining Contract Period does not exceed £10,000 and the proposed Contract Change is not significant (as determined by the Authority acting reasonably),

then the Parties shall confirm to each other in writing that they shall use the process set out in Paragraphs 3, 4, 5 and 6 but with reduced timescales, such that any period of fifteen (15) Working Days is reduced to five (5) Working Days, any period of ten (10) Working Days is reduced to two (2) Working Days and any period of five (5) Working Days is reduced to one (1) Working Day.

7.3 The Parties may agree in writing to revise the parameters set out in Paragraph 7.2 from time to time or that the Fast-track Change procedure shall be used in relation to a particular Contract Change notwithstanding that the total number of Contract Changes to which such procedure is applied will then exceed 4 in a twelve (12) Month period.

ANNEX 1

Change Request

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

ANNEX 2

Change Authorisation Note

CR NO.:	TITLE:	DATE RAISED:
CONTRACT:	TYPE OF CHANGE:	REQUIRING BY DATE:
MILESTONES (IF ANY) AND ASSOCIATED MILESTONE DATE:		
DETAILED DESCRIPTION OF CONTRACT CHANGE FOR WHICH IMPACT ASSESSMENT IS BEING PREPARED AND WORDING OF RELATED CHANGES TO THE CONTRACT:		
PROPOSED ADJUSTMENT TO THE SERVICE PAYMENT RESULTING FROM THE CONTRACT CHANGE:		
DETAILS OF PROPOSED ONE-OFF ADDITIONAL CHARGES AND MEANS FOR DETERMINING THESE:		
SIGNED ON BEHALF OF THE AUTHORITY	SIGNED ON BEHALF OF THE SUPPLIER	
SIGNATURE:	SIGNATURE:	
NAME:	NAME:	
POSITION:	POSITION:	
DATE:	DATE:	

7

SCHEDULE 11

Insurances

1. INTERPRETATION

- 1.1 In this Schedule 11, each obligation on the Supplier to do or not to do an act shall include the obligation on the Supplier to procure that each Sub-contractor, shall do or not do such act (as appropriate).

2. OBLIGATION TO MAINTAIN INSURANCES

- 2.1 Without prejudice to its obligations to the Authority under this Contract, including its indemnity obligations for the periods specified in this Schedule 11 the Supplier shall take out and maintain, or procure the taking out and maintenance of the insurances as set out in Annex 1 to this Schedule 11 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 date on which the relevant risk commences.
- 2.2 The Insurances shall be maintained in accordance with Good Industry Practice and (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.
- 2.3 The Insurances shall be taken out and maintained with insurers who are:
- 2.3.1 of good financial standing;
 - 2.3.2 appropriately regulated; and
 - 2.3.3 of good repute in the international insurance market.
- 2.4 The Supplier shall provide to the Authority on or before the Commencement Date and thereafter within ten (10) Working Days of written request from the Authority evidence of the Insurances in a form satisfactory to the Authority.
- 2.5 The Supplier shall ensure that the public and products liability policy shall contain an indemnity to principals clause under which the Commissioning Bodies shall be indemnified in respect of claims made against the relevant Commissioning Body in respect of death or bodily injury or third party property damage arising out of or in connection with the Services and for which the Supplier or any of the Supplier's Affiliate is legally liable.

3. GENERAL OBLIGATIONS

- 3.1 Without limiting the other provisions of this Contract, the Supplier shall:
- 3.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to the Services 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;
 - 3.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
 - 3.1.3 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.

4. FAILURE TO INSURE

- 4.1 The Supplier and its Affiliates 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.
- 4.2 Where the Supplier has failed to purchase any of the Insurances or maintain any of the Insurances in full force and effect, the Authority may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances, and the Authority shall be entitled to recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

5. EVIDENCE OF INSURANCES

- 5.1 The Supplier shall on or before the Commencement Date and within fifteen (15) Working Days after the renewal or replacement of each of the Insurances, provide evidence, in a form satisfactory to the Authority, that the Insurances are in force and effect and meet in full the requirements of this Schedule. Receipt of such evidence by the Authority shall not in itself constitute acceptance by the Authority or relieve the Supplier of any of its liabilities and obligations under this Contract.

6. AGGREGATE LIMIT OF INDEMNITY

- 6.1 Where the minimum limit of indemnity required in relation to any of the Insurances is specified as being "in the aggregate":
- 6.1.1 if a claim or claims which do not relate to this Contract are notified to the insurers which, given the nature of the allegations and/or the quantum claimed by the third party(ies), is likely to result in a claim or claims being paid by the insurers which could reduce the level of cover available below that minimum, the Supplier shall immediately submit to the Authority:
- (a) details of the policy concerned; and
 - (b) its proposed solution for maintaining the minimum limit of indemnity specified; and
- 6.1.2 if and to the extent that the level of insurance cover available falls below that minimum because a claim or claims which do not relate to this Contract are paid by insurers, the Supplier shall:
- (a) ensure that the insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified for claims relating to this Contract; or
 - (b) if the Supplier is or has reason to believe that it will be unable to ensure that insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified, immediately submit to the Authority full details of the policy concerned and its proposed solution for maintaining the minimum limit of indemnity specified.

7. CANCELLATION

- 7.1 Subject to Paragraph 7.2, the Supplier shall notify the Authority in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.
- 7.2 Without prejudice to the Supplier's obligations under Paragraph 4, Paragraph 7.1 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.

8. INSURANCE CLAIMS

- 8.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Services and/or this Contract for which it may be entitled to claim under any of the Insurances. In the event that the Authority receives a claim relating to or arising out of the Services and/or this Contract, the Supplier shall co-operate with the Authority and assist it in dealing with such claims at its own expense including without limitation providing information and documentation in a timely manner.
- 8.2 Except where the Authority is the claimant party, the Supplier shall give the Authority notice within twenty (20) Working Days after any insurance claim in excess of £10,000 (ten thousand pounds) relating to or arising out of the provision of the Services 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 Authority) full details of the incident giving rise to the claim.
- 8.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 8.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

ANNEX 1

REQUIRED INSURANCES

PART A: THIRD PARTY PUBLIC AND PRODUCTS LIABILITY INSURANCE

1. INSURED AND LIMIT OF INDEMNITY

- 1.1 The Supplier to maintain cover with a limit of indemnity no less than £10,000,000 (ten million pounds) in respect of any one occurrence with the number of occurrences being unlimited in any annual policy period and in the annual aggregate in respect of products and pollution liability.

2. INTEREST

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

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

2.1.2 loss of or damage to property;

happening during the period of insurance (as specified in Paragraph 4) and arising out of or in connection with the provision of the Services and in connection with this Contract.

3. TERRITORIAL LIMITS

- 3.1 United Kingdom

4. PERIOD OF INSURANCE

- 4.1 From the date of this Contract for the Contract Period and renewable on an annual basis unless agreed otherwise by the Authority in writing.

5. COVER FEATURES AND EXTENSIONS

- 5.1 Indemnity to principals clause.

6. PRINCIPAL EXCLUSIONS

- 6.1 War and related perils.

- 6.2 Nuclear and radioactive risks.

- 6.3 Liability for death, illness, disease or bodily injury sustained by employees of the insured during the course of their employment.

- 6.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by applicable law in respect of such vehicles.

- 6.5 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the insured.

- 6.6 Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property.

- 6.7 Liability arising from the ownership, possession or use of any aircraft or marine vessel.

6.8 Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.

7. MAXIMUM DEDUCTIBLE THRESHOLD

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

PART B: PROFESSIONAL INDEMNITY INSURANCE

8. INSURED AND LIMIT OF INDEMNITY

8.1 The Supplier to maintain cover with a limit of no less than REDACTED in respect of any one claim and in the aggregate per annum.

9. INTEREST

9.1 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 11) by reason of any negligent act, error and/or omission arising from or in connection with the provision of the Services.

10. TERRITORIAL LIMITS

10.1 United Kingdom

11. PERIOD OF INSURANCE

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

12. COVER FEATURES AND EXTENSIONS

Retroactive cover to apply to any claims made policy wording in respect of this Contract or retroactive date to be no later than the Commencement Date.

12.1 Loss of documents.

12.2 Defamation.

13. PRINCIPAL EXCLUSIONS

13.1 War and related perils.

13.2 Nuclear and radioactive risks.

14. MAXIMUM DEDUCTIBLE THRESHOLD

14.1 Not to exceed REDACTED for each and every claim.

15. UNITED KINGDOM COMPULSORY INSURANCES

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

SCHEDULE 12

Payments due on Termination

1. TERMINATION PAYMENT

- 1.1 The Termination Payment payable pursuant to Clause 52.2.2 shall be an amount equal to Redundancy Costs and the Contract Breakage Costs as at the date of termination of this Contract.
- 1.2 The Supplier may recover through the Termination Payment only those costs incurred by the Supplier directly as a result of the termination of this Contract which:
- (a) would not have been incurred had this Contract continued until expiry of the Initial Contract Period, or in the event that the Contract Period has been extended, the expiry of the extension period;
 - (b) are unavoidable, proven, reasonable, and not capable of recovery;
 - (c) are incurred under arrangements or agreements that are directly associated with this Contract;
 - (d) are not Contract Breakage Costs relating to contracts or Sub-contracts with Affiliates of the Supplier; and
 - (e) relate directly to the termination of the Services.
- 1.3 The Termination Payment shall not exceed the relevant limit set out in Annex 1.
- 1.4 The Authority shall not be liable under this Schedule for any costs associated with Supplier's Personnel (whether relating to redundancy, redeployment or otherwise) other than the Redundancy Costs.
- 1.5 The Supplier shall be entitled to Contract Breakage Costs only in respect of Sub-contracts which:
- (a) are not assigned or novated to a Replacement Supplier at the request of the Authority; and
 - (b) the Supplier can demonstrate:
 - (i) are surplus to the Supplier's requirements after the termination of this Contract, whether in relation to use internally within its business or in providing services to any of its other customers; and
 - (ii) have been entered into by it in the ordinary course of business.
- 1.6 Except with the prior written agreement of the Authority, the Authority shall not be liable for any costs (including cancellation or termination charges) that the Supplier is obliged to pay in respect of the termination of any contractual arrangements for occupation of, support of and/or services provided for Supplier Premises which may arise as a consequence of the termination of this Contract.

2. MITIGATION OF TERMINATION PAYMENT

- 2.1 The Supplier agrees to use all reasonable endeavours to minimise and mitigate the Termination Payment by:
- (a) the appropriation of Supplier Assets, employees and resources for other purposes;

- (b) by seeking to negotiate termination of any Sub-contracts with the Sub-contractor (as the case may be) using all reasonable endeavours to minimise the cancellation or termination charges
 - (c) at the Authority's request, assigning any Sub-contracts to the Authority or a third party acting on behalf of the Authority; and
 - (d) in relation to Sub-contracts that are not to be assigned to the Authority or to another third party, terminating those contracts at the earliest possible date without breach or where contractually permitted.
- 2.2 If Supplier Assets, employees and resources can be used by the Supplier for other purposes, then there shall be an equitable reduction in the Termination Costs payable by the Authority or a third party to the Supplier. In the event of any dispute arising over whether the Supplier can use any Supplier Assets, employees and/or resources for other purposes and/or over the amount of the relevant equitable reduction, the dispute shall be referred to the Dispute Resolution Procedure.

3. FULL AND FINAL SETTLEMENT

- 3.1 Any Termination Payment paid under this Schedule shall be in full and final settlement of any claim, demand and/or proceedings of the Supplier in relation to any termination by the Authority pursuant to Clause 50.1.1, and the Supplier shall be excluded from all other rights and remedies it would otherwise have been entitled to in respect of any such termination.

4. INVOICING FOR THE PAYMENTS ON TERMINATION

- 4.1 All sums due under this Schedule shall be payable by the Authority to the Supplier in accordance with the payment terms set out in Schedule 7.

5. SET OFF

- 5.1 The Authority shall be entitled to set off any outstanding liabilities of the Supplier against any amounts that are payable by it pursuant to this Schedule.

ANNEX 1

Maximum Payments on Termination

The table below sets out the maximum amount of the Termination Payment that the Authority shall be liable to pay to the Supplier pursuant to this Contract:

Termination Date	Maximum Termination Payment
Any time from the Commencement Date to the last day in the first Contract Year	REDACTED
Any time in the second Contract Year	REDACTED
Any time in Contract Year 3	REDACTED
Any time in Contract Year 4	REDACTED
Any time in Contract Year 5 (if extension agreed)	REDACTED
Any time in Contract Year 6 (if extension agreed)	REDACTED
Any time in Contract Year 7 (if extension agreed)	REDACTED

SCHEDULE 13

Exit

1. INTRODUCTION

- 1.1 This Schedule, together with any approved Exit Plan, sets out the Parties' respective obligations and responsibilities with regard to the transfer of the Services from the Supplier to the Commissioning Bodies and/or Replacement Supplier(s).
- 1.2 The Parties agree the primary objective of this Schedule, together with any approved Exit Plan, is to ensure the smooth and efficient transfer of the Services (whether in whole or in a number of parts) to the Commissioning Bodies and/or Replacement Supplier(s).
- 1.3 The Supplier acknowledges and agrees that, upon termination or expiry, the Services may transfer to any or all of the Commissioning Bodies and/or Replacement Supplier(s).

2. EXIT RESOURCING

- 2.1 In readiness of the commencement of the Exit Period:
- 2.1.1 each Party shall appoint a suitably skilled and experienced Exit Manager who shall be responsible for co-ordinating and managing all aspects of each Party's obligations under the approved Exit Plan. In respect of the Supplier's Exit Manager, such individual shall be a member of Key Personnel; and
- 2.1.2 the Supplier shall procure that its Exit Manager shall be assisted by an appropriately skilled Exit Team who shall assist in all aspects of the Supplier's responsibilities and obligations with regard to the approved Exit Plan, each of whom shall be considered a member of Key Personnel.

3. CHARGES FOR EXIT SERVICES

- 3.1 The Parties agree that no charges, fees and/or other costs shall be payable to the Supplier by the Authority for the provision of the Exit Services (including where such additional Exit Services are required during the Exit Period), nor shall the Supplier seek to recover any of the same from the other Commissioning Bodies and/or Replacement Suppliers.

4. EXIT GOVERNANCE

- 4.1 During the Exit Period, the Supplier shall ensure that its necessary Personnel attend the governance meetings described in this Paragraph 4.
- 4.2 The Authority may change the attendees and the frequency of any of the governance meetings set out in this Paragraph 4 at any point during the Exit Period by notifying the Supplier in writing.
- 4.3 The Exit Project Board:
- 4.3.1 shall be attended by:
- (a) each Party's respective Exit Manager;
 - (b) each Party's senior account director responsible for exit; and
 - (c) any other representatives or other third party's the Authority may wish to invite, including senior representatives of the other Commissioning Bodies and Replacement Supplier(s).

- 4.3.2 shall meet within one (1) week of the Exit Period and Monthly thereafter during the Exit Period at dates and times to be agreed between the Parties;
- 4.3.3 shall:
 - (a) monitor and oversee the Exit Services;
 - (b) review risks and issues and associated remediation and mitigation plans escalated to it from the Exit Working Group;
 - (c) consider requests by the Supplier to amend the Exit Plan(s) (whether in draft or in final form) and refer such requests to the Authority for Approval; and
 - (d) have reported to it by the Supplier achievement of the Exit Milestones.
- 4.4 The Exit Working Group:
 - 4.4.1 shall be attended by:
 - (a) each Party's Exit Manager and appropriate members of the Exit Team;
 - (b) a representatives from each Commissioning Body; and
 - (c) a representative of any Replacement Supplier(s).
 - 4.4.2 shall meet within one (1) week of the commencement of the Exit Period and weekly thereafter during the Exit Period at dates and times to be agreed by the Authority;
 - 4.4.3 shall review:
 - (a) progress against the Exit Plan and Exit Milestones;
 - (b) consider risks and issues notified to it by either Party; and
 - (c) consider remediation and mitigation plans to address such risks and issues and, as appropriate, escalate such matters to the Transition Management Board.

5. DRAFT EXIT PLAN

- 5.1 The Supplier shall, within the first six (6) Months of the Commencement Date, prepare a detailed draft Exit Plan in respect of the transfer of the Services to the Commissioning Bodies and/or Replacement Supplier(s) for Approval by the Authority (such Approval not to be unreasonably withheld or delayed).
- 5.2 The draft Exit Plan shall include as a minimum:
 - 5.2.1 an outline timetable to ensure the orderly transfer of the Services, including anticipated Exit Milestones;
 - 5.2.2 a description of the anticipated Exit Services the Supplier shall provide to ensure the orderly transfer of the Services to the Commissioning Bodies and/or Replacement Supplier(s), including details of the processes, documentation, data transfer, systems migration and security related issues in respect of and arising as a result of the transfer;
 - 5.2.3 in addition to that which is set out in Paragraph 5, a list of the types of information the Supplier shall provide during the Exit Period with an indicative timetable of when such information will be provided; and

- 5.2.4 details of which of the Supplier's Personnel will or may transfer to any of the Commissioning Bodies and/or any Replacement Supplier(s), including an indicative timetable for the provision of information relating to Supplier's Personnel engaged in providing the Services.
- 5.3 As soon as reasonably practicable after the Supplier submits the draft Exit Plan to the Authority and in any event (unless otherwise agreed by the Parties) within five (5) Working Days, the Parties shall meet in order to review the draft Exit Plan with a view to the Authority approving its contents (such Approval not to be unreasonably withheld or delayed).
- 5.4 If the Authority does not approve the draft Exit Plan, the Supplier shall amend the draft Exit Plan to take account of any reasonable suggestions made by the Authority and, subject to Paragraph 5.5, this Paragraph 5.4 together with Paragraph 5.3 shall be repeated until the Parties agree to the draft Exit Plan.
- 5.5 The Parties agree that the process set out in Paragraph 5.3 and 5.4 shall not be repeated any more than three (3) instances. If the draft Exit Plan is not approved by the Authority in such time-scale or the draft Exit Plan has not been approved by the Authority within eight (8) Months of the Commencement Date, the matter shall be referred to the Dispute Resolution Procedure.
- 5.6 Following Approval of the draft Exit Plan by the Authority, the Supplier shall, throughout the Contract Period, review the draft Exit Plan so to identify any changes which may be needed to reflect the then-current nature of the Services. Any changes required to the draft Exit Plan prior to the commencement of the Exit Period must be approved by the Change Control Procedure as a Contract Change.

6. FINALISATION OF EXIT PLAN

- 6.1 Within five (5) Working Days following the commencement of the Exit Period (or each Exit Period if this Contract is terminated in part), or such other date the Parties may agree in writing, the Supplier shall deliver to the Authority for Approval a detailed Exit Plan in final form that could be implemented immediately for the orderly, timely and efficient transfer of the Services (or part thereof) from the Supplier to the Commissioning Bodies and/or the Replacement Supplier(s).
- 6.2 The proposed final draft Exit Plan will be based on the approved draft Exit Plan that has been prepared and maintained under Paragraph 5, revised so that it reflects the particular requirements of the circumstances of the exit in question, including where only part of the Services are expiring or are being terminated.
- 6.3 The Authority agrees it shall provide, and shall direct the other Commissioning Bodies and any Replacement Supplier(s) to provide, any necessary information that the Supplier may reasonably request in order to enable the Supplier to finalise the Exit Plan.
- 6.4 As soon as reasonably practicable after the Supplier has submitted the proposed final draft Exit Plan to the Authority and, in any event, (unless otherwise agreed by the Parties) no later than five (5) Working Days after its submission, the Parties shall meet to review the final draft Exit Plan.
- 6.5 The Authority shall be entitled to invite other Commissioning Bodies and any Replacement Supplier(s) to join the meeting held in accordance with Paragraph 6.4 and the Supplier agrees it shall actively participate and co-operate with the Commissioning Bodies and any Replacement Supplier(s) during such meeting(s). The Supplier shall promptly amend the proposed final draft Exit Plan to take account of any reasonable suggestions made by the Authority, other Commissioning Bodies and/or any Replacement Supplier(s) and re-submit the proposed final draft Exit Plan to the Authority for Approval within two (2) Working Days (or such other period as the Parties may agree in writing) of that meeting.
- 6.6 If the Authority is unable to approve the proposed final draft Exit Plan within ten (10) Working Days of the date on which it was initially submitted to the Authority, the matter shall be referred to

the Dispute Resolution Procedure. Until the agreement of the final draft Exit Plan, the Supplier shall provide the Exit Services in accordance with the principles set out in this Schedule and the last approved version of the Exit Plan (insofar as relevant).

- 6.7 In addition to those requirements set out in Paragraph 5.2, the final draft Exit Plan (or each final draft Exit Plan in the case the Services are expiring or being terminated in part) shall include:
- 6.7.1 where only part of the Services are being terminated or expiring, a description of those Services;
 - 6.7.2 the anticipated length of the Exit Period (which shall not exceed twelve (12) calendar Months from commencement of the Exit Period);
 - 6.7.3 the timetable for the transfer of the Services (or part thereof), including the Exit Milestones;
 - 6.7.4 details of the Exit Services the Supplier shall provide;
 - 6.7.5 details of the information and documentation to be provided by the Supplier to the Commissioning Bodies and any Replacement Supplier(s) enable the successful transfer of the Services;
 - 6.7.6 the Deliverables arising from and in respect of the Exit Services;
 - 6.7.7 an impact assessment setting out the impact of:
 - (a) the expiry or termination of the part of the Services on any remaining Services; and
 - (b) the Exit Services upon the Services,
 - 6.7.8 details of and roles and responsibilities in respect of Supplier's Personnel that will perform the Exit Services (including those who will act as Key Personnel);
 - 6.7.9 a timetable for the provision by the Supplier of information on any of its Personnel who are in-scope to transfer with Services (or part thereof);
 - 6.7.10 details of any tasks to be performed by the Authority, other Commissioning Bodies, Replacement Supplier(s) and/or any Other Suppliers which are reasonably necessary in order for Supplier to perform its own obligations in respect of the Exit Services;
 - 6.7.11 the arrangements for the provision of reports detailing progress towards completion of all tasks comprising the Exit Services by reference to the Exit Milestones and any other timetables set out in the Exit Plan;
 - 6.7.12 the arrangements for the transfer of the Commissioning Body Materials and Deliverables to each Commissioning Body (as appropriate) and/or (if so directed) the Replacement Supplier(s);
 - 6.7.13 a register of risks which may arise during the provision of the Exit Services and an explanation as to how those risks shall be mitigated;
 - 6.7.14 details as to how the Authority may verify completion of the Exit Services; and
 - 6.7.15 details explaining the process of knowledge transfer to the Commissioning Bodies and any Replacement Supplier(s).

- 6.8 Where the Services subject to the Exit Plan are to be transitioned to Replacement Supplier(s), if the Replacement Supplier(s) are not appointed by the time that the Exit Plan is approved by the Authority, upon the appointment of the Replacement Supplier(s), then the Parties, other necessary Commissioning Bodies and the Replacement Supplier(s) shall promptly meet to review the approved Exit Plan so the Authority may approve in writing any changes that are required to the Exit Plan, having regards to the methods, process and strategy to be used by the Replacement Supplier for the transfer of responsibility of the Services.
- 6.9 Following Approval of the final draft Exit Plan by the Authority, the Supplier shall, throughout the Exit Period, review the approved Exit Plan so to identify any changes which may be needed to reflect the then-current nature of the Exit Services and the Commissioning Bodies own plans with regard to the transition of the Services (or part thereof) to the Commissioning Bodies and/or the Replacement Suppliers. Any changes required to the approved Exit Plan must be promptly submitted, via the Exit Project Board, to the Authority for Approval (and not via the Change Control Procedure).

INFORMATION

- 7.1 The Supplier shall promptly, and in any event within two (2) weeks of the Authority's Approval of each Exit Plan, provide to the Authority (in such format as the it may reasonably require) an up-to-date set of the records compiled by the Supplier under this Contract and all other information necessary to enable an orderly, timely and efficient transfer of the Services (or part thereof) to the Commissioning Bodies and/or a Replacement Supplier(s), including those records maintained in accordance with Schedule 9 and a list of current work in progress, which contains:
 - 7.1.1 a full and accurate description of the work;
 - 7.1.2 all project records and status reports;
 - 7.1.3 full and accurate details of uncompleted work and Deliverables; and
 - 7.1.4 an accurate estimate of the time to be taken to complete the uncompleted work and Deliverables.
- 7.2 During the Exit Period, the Supplier shall promptly update the Authority and, where so directed, any Replacement Suppliers, on any changes to the information which has been provided to the Authority and/or any Replacement Supplier(s) in accordance with this Paragraph 7.

8. EXIT SERVICES

- 8.1 During the Exit Period, the Supplier shall:
 - 8.1.1 provide Exit Services to the Authority in accordance with the approved Exit Plan and this Contract;
 - 8.1.2 continue to provide the Services to the Authority in accordance with this Contract, save to extent the Parties expressly agree otherwise in the approved Exit Plan; and
 - 8.1.3 achieve each Exit Milestone by the associated Exit Milestone Date.
- 8.2 Subject to Paragraph 8.1.2, the Supplier shall ensure that the provision of Exit Services will not have any adverse effect on the continuity and quality of any other Services provided by the Supplier during the Exit Period.
- 8.3 The Supplier shall be responsible for the maintenance of all documents relating to the Exit Plan, including:
 - 8.3.1 documents which track progress again the Exit Milestones; and

- 8.3.2 a register of risks and issues relating to the Exit Services.
- 8.4 Where the Supplier becomes aware of risk or issue relating to the Exit Services, including an actual or anticipated delay to the completion of an Exit Milestone, it shall immediately notify the Authority in writing.
- 8.5 As soon as reasonably practicable and in any event within five (5) Working Days following a risk or issue being notified in accordance with Paragraph 8.4, the Supplier shall provide the Authority with:
- 8.5.1 a plan of action to mitigate any risks or issues identified in accordance with Paragraph 8.4;
- 8.5.2 a rigorous timetable for implementing the plan of action to resolve the risk or issue;
- 8.5.3 an indication on whether any change to the Exit Milestones or associated Exit Milestone Dates is required to mitigate the risk or resolve the issue and any details relating to such change; and
- 8.5.4 a recommendation on whether or not escalation is required to the Exit Project Board.
- 8.6 During the Exit Period, the Supplier shall not, without the prior Approval of the Authority embark on any actions in respect of the Services that fall outside the ordinary course of business.
- 8.7 In addition to those Exit Services set out in the approved Exit Plan, the Supplier shall, to the extent applicable to the Services the approved Exit Plan is in respect of:
- 8.7.1 provide to the Commissioning Bodies and Other Suppliers any reasonable assistance requested to allow the Services to continue without interruption following the termination or expiry of this Contract (whether in whole or in part) and to facilitate the orderly transfer of responsibility for and conduct of the Services to the Commissioning Bodies and/or any Replacement Suppliers;
- 8.7.2 provide knowledge transfer to the Commissioning Bodies and the Replacement Supplier(s) as reasonably required relating to the processes and procedures used by the Supplier in performing the Services and, any other information, procedures, methods, tools and systems and knowledge sharing which would enable the Commissioning Bodies and any Replacement Supplier(s) to operate and deliver services similar to the Services, subject to such terms as agreed between the Parties in the approved Exit Plan as to the scope of the knowledge transfer that is to take place, when it is to occur and which Personnel are to be involved;
- 8.7.3 provide clarification on any matter or issue upon which clarification is reasonably requested by the Commissioning Bodies and/or any Replacement Supplier(s) or proposed replacement supplier(s); and
- 8.7.4 allow the Commissioning Bodies and any Replacement Supplier(s)' Personnel to shadow the Supplier's Personnel.
- 8.8 At the end of the Exit Period (or earlier if this does not adversely affect the performance or receipt of the Services and the Exit Services):
- 8.8.1 the Supplier shall and shall procure its Personnel shall:
- (a) promptly return all the Commissioning Body Materials and Confidential Information of the Commissioning Bodies (and all copies thereof) which the Supplier and/or its Personnel have acquired under or as a result of this Contract to the relevant Commissioning Body or (if so directed) to any other third party in the format and media requested;

- (b) deliver the Deliverables (and all copies thereof) to the Authority or (if so directed by the Authority) to any other third party in the format and media requested;
- (c) destroy all information, data and records it is required to retain under this Contract upon the earlier of:
 - (i) the expiry of the applicable Retention Period;
 - (ii) the written request of the Authority,
 and thereafter, certify that it and its Personnel have done so; and
- (d) vacate the Commissioning Bodies' Premises.

8.9 In the event that the approved Exit Plan only relates to partial termination of the Services, the obligations set out in Paragraph 8.8 shall only apply to the extent necessary to ensure the proper and orderly return of each Party's property in respect of those Services then being terminated.

8.10 In satisfying Paragraph 8.8.1, the Supplier shall ensure the integrity and security of the subject matter being returned and shall return such items in the format reasonably requested.

9. POST EXIT ASSISTANCE

9.1 Following the Exit Period, the Supplier shall provide to the Commissioning Bodies and any Replacement Supplier(s) reasonable access to:

9.1.1 such information and documentation relating to the Services that is in it or its Personnel's possession or control, including the right to take reasonable copies of that material; and

9.1.2 such members of the Supplier's Personnel who have been involved in the provision or management of the Services.

10. SUCCESSION

10.1 Where used in this Paragraph 10, "Information" means any written or oral information which is material in detail or in substance and which describes the nature of any of the Services or the method by which those Services are performed by the Supplier.

10.2 On written notice of the Authority of the fact that the Authority is evaluating its options to terminate the Contract (whether in whole or in part) or, in any event, in readiness of expiry of the Contract including where the Authority proposes to re-tender the Services or any part of the Services (the **Tender Process**), the Supplier shall provide to the Authority such Information and other co-operation regarding the Supplier's provision of the Services (as and when reasonably requested by the Authority) as would be reasonably necessary for the Authority and any other competent third party to:

10.2.1 in respect of the Authority, evaluate its options for termination and any re-procurement of the Services;

10.2.2 prepare an informed, non-qualified offer for those Services; and

10.2.3 not be disadvantaged compared to the Supplier (if the Supplier is invited or eligible to participate in any Tender Process) in respect of access to information regarding the Services and the manner in which such requirements are met at the time of the Tender Process.

- 10.3 The Supplier shall provide such Information as soon as reasonably possible following a request by the Authority and in any event within five (5) working days of such request.
- 10.4 The Supplier shall provide all reasonable assistance in connection with any due diligence exercises to be carried out by any potential Replacement Supplier(s).
- 10.5 The lists and information to be compiled and/or provided pursuant to this Paragraph 10 may be used by the Authority for its, or any potential Replacement Supplier(s), information and may be disclosed by the Authority to potential Replacement Supplier(s) and other third parties as part of its Tender Process, provided that the Authority agrees, where reasonably necessary, it shall use its reasonable endeavours to procure such third party's agreement in respect of confidentiality).

SCHEDULE 14

Information Security

Cyber Security & Information Assurance Requirements

1. INTRODUCTION

- 1.1 It is mandatory for the suppliers of IT services to Government departments to demonstrate by the start date of a contract that they meet the technical requirements prescribed by the Cyber Essentials Scheme. This is in order to further reduce the levels of cyber security risks in the suppliers' supply chains. The Cyber Essentials Scheme and its associated assurance framework indicate that there are two levels of protection in dealing with cyber security risks. These include a more basic level of assurance which is known as "Cyber Essentials" and a more advanced level of assurance known as "Cyber Essentials Plus".

2. CYBER ESSENTIALS SCHEME

- 2.1 By the Commencement Date, the Supplier shall demonstrate to the Authority that it has achieved the level of assurance known as Cyber Essentials. The Supplier shall demonstrate this by:

- 2.1.1 having a current and valid Cyber Essentials certificate which has been awarded by one of the government approved Cyber Essentials accreditation bodies within the most recent twelve (12) Months; and/or
- 2.1.2 demonstrating that it meets the technical requirements prescribed by the Cyber Essentials Scheme as detailed at:

<https://www.cyberstreetwise.com/cyberessentials/files/requirements.pdf>

which shall be evidenced by verification from a technically competent and independent third party (which has taken place within the most recent twelve (12) Months).

- 2.2 The Supplier shall be exempt from complying with the requirements at Paragraphs 2.1.1 and 2.1.2 if it is certified to the ISO27001 standard, the Cyber Essentials requirements have been included in the scope of that certification (and verified as such) and the certification body carrying out this verification is approved to issue a Cyber Essentials certificate by one of the government approved Cyber Essentials accreditation bodies.
- 2.3 If the Supplier cannot rely on the exemption at Paragraph 2.2 the Supplier shall, throughout the Contract Period:
- 2.3.1 renew its Cyber Essentials certificate immediately after the expiration of a period of twelve (12) Months from the date that the same was first issued or last renewed; or
- 2.3.2 where the Supplier has demonstrated compliance in accordance with Paragraph 2.1.2, it shall immediately after the expiration of a period of twelve (12) Months from any date that such evidence was provided, provide the Authority with evidence of the same kind by way of a renewal of the demonstration that it is able to comply with Cyber Essentials requirements.
- 2.4 The Supplier shall, throughout the Contract Period, ensure that the standard of cyber security, information assurance and security controls across all aspects of the Services are maintained to provide acceptable levels of risk management and risk acceptance so that the Commissioning Bodies can maintain assurance and accreditation as required by HMG guidance.

3. CLOUD SECURITY PRINCIPLES

- 3.1 Where any aspect of the Services rely on a cloud hosted system and/or is provided through 'G-Cloud', and/or the HMG Digital Marketplace (<https://www.gov.uk/digital-marketplace>), the Supplier shall apply the HMG Cloud Security Guidance and the Cloud Security Principles (**Cloud Security Principles**) as a source of security guidance and requirements (<https://www.gov.uk/government/collections/cloud-security-guidance>).
- 3.2 The Cloud Security Principles require the Supplier to demonstrate how it will comply with the following fourteen requirements or to indicate why they may not be applicable:

Data in transit protection	Data transiting networks should be adequately protected against tampering and eavesdropping via a combination of network protection and encryption.
Asset protection and resilience	Data and the assets storing or processing it, should be protected against physical tampering, loss, damage or seizure.
Separation between consumers	Separation should exist between different consumers of the service to prevent one malicious or compromised consumer from affecting the service or data of another.
Governance framework	The Supplier should have a security governance framework that coordinates and directs their overall approach to the management of the service and information within it.
Operational security	The Supplier should have processes and procedures in place to ensure the operational security of the service.
Personnel security	Supplier's staff should be subject to personnel security screening and security education for their role.
Secure development	Services should be designed and developed to identify and mitigate threats to their security.
Supply chain security	The Supplier should ensure that its supply chain satisfactorily supports all of the security principles that the services claim to implement.
Secure consumer management	Consumers should be provided with the tools required to help them securely manage their service.
Identity and authentication	Access to all service interfaces (for consumers and providers) should be constrained to authenticated and authorised individuals.
External interface protection	All external or less trusted interfaces of the service should be identified and have appropriate protections to defend against attacks through them.
Secure service administration	The methods used by the Supplier's administrators to manage the operational service should be designed to mitigate any risk of exploitation that could undermine the security of the services.
Audit information provision to consumers	Consumers should be provided with the audit records they need to monitor access to the service and the data held within it.

Secure use of the service by the consumer	Consumers have certain responsibilities when using a cloud service in order for this use to remain secure, and for their data to be adequately protected.
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4. SECURITY CLASSIFICATION & HANDLING INFORMATION

- 4.1 The information processed and stored in delivering the Services to the Commissioning Bodies is classified under the Government Security Classifications scheme as OFFICIAL. Some of it may be OFFICIAL-Sensitive. The Supplier shall ensure that it and its Sub-contractors apply at least the minimum security controls required for OFFICIAL information as described in Cabinet Office guidance, currently:

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/251480/Government-Security-Classifications-April-2014.pdf

In considering the security controls required for their systems, the Supplier shall demonstrate to the Authority that they have taken into account the "Technical Controls Summary for OFFICIAL" at part 3 paragraph 41 of the above link.

- 4.2 The Supplier and its Sub-contractors shall support the Commissioning Bodies' requirement to remain compliant with HMG Security Policy Framework (**SPF**) and principles, obligations and policy priorities stated therein. A copy of the SPF can be found on the Cabinet Office website <https://www.gov.uk/government/collections/government-security>
- 4.3 The Supplier shall at all times ensure that the level of cyber security and information assurance is maintained to protect the confidentiality, integrity, and availability of information, data and materials used in the provision of the Services and provide acceptable levels of risk management and /or risk acceptance so that the Commissioning Bodies can maintain assurance and accreditation as required by HMG guidance.
- 4.4 The Cyber Essentials Scheme, the Cloud Security Principles, and the security controls required for OFFICIAL information all complement each other with the aim of achieving sound commercial standards of security in relation to IT and information handling.

5. SPECIFIC REQUIREMENTS FOR CYBER ASSURANCE AND ACCREDITATION

- 5.1 Specific requirements of the assurance and accreditation of IT systems which support the Services are:

5.1.1 Security and IA – Procedural and Policy controls

- (a) The Supplier shall develop, implement, operate, maintain and continuously improve an Information Security Management System (**ISMS**). The ISMS must be aligned to ISO 27001 and/or be certified to ISO 27001:2005 or 27001:2013, and (unless otherwise agreed in writing with the Authority) should be reviewed and tested annually from the Commencement Date, or earlier when there is a significant change to the Supplier's system. (Note: The Supplier may refer to other indicators of good practice such as HMG's 10 Steps to Cyber Security.)
- (b) The Supplier's systems must comply with Law and relevant HMG security standards.
- (c) The Supplier's systems must demonstrate procedures for reporting and responding to incidents and secure destruction and decommissioning of Commissioning Body Materials and Deliverables.

- (d) Upon request from the Authority and/or any accreditor the Supplier shall provide sufficient design documentation detailing the security architecture of its information system and data transfer mechanism to support the accreditor's assurance that it is appropriate, secure and complies with the Authority's requirements.
- (e) The Supplier's systems shall be assured for handling information classified as OFFICIAL (including OFFICIAL-Sensitive) and be subject to accreditation to HMG standards and meet the standards required for security controls for OFFICIAL information in accordance with the HMG (Cabinet Office and CESG) guidance on Security Technology at OFFICIAL which links to other guidance and references the HMG Security Policy Framework as set out at: <https://www.gov.uk/government/collections/securing-technology-at-official>.
- (f) The Supplier's systems shall securely store and process all Commissioning Materials and Deliverables recorded on them to comply with HMG Security Policy, Standards and Guidance.
- (g) Where there are aspects of data aggregation, the Authority may require additional security controls above the level of the HMG Baseline in accordance with HMG Security Policy, Standards and Guidance.

5.1.2 **Security and IA - Physical and environmental controls**

- (a) The Supplier's systems shall securely store and process all Commissioning Body Materials and Deliverables at least to a standard required at the Government Security Classification OFFICIAL.
- (b) The Supplier's systems shall be protected by appropriate people, process, technology and physical security controls as part of a 'defence-in-depth' approach.
- (c) The Supplier's systems should securely identify and authenticate users before allowing them to access it.
- (d) Where there are aspects of data aggregation, additional controls may be required above the level of the HMG Baseline Controls in accordance with HMG (Security Policy Framework) and Communications-Electronics Security Group (CESG) standards and guidance as set out in Paragraph 5.1.1(e) of this Schedule 14 subject to agreement with the accreditor.
- (e) The Supplier shall ensure that any electronic transfer of Commissioning Body Materials and Deliverables:
 - (i) protects the confidentiality of the Commissioning Body Materials and Deliverables during transfer through encryption suitable for the impact level of the data;
 - (ii) maintains the integrity of the Commissioning Body Materials and Deliverables during both transfer and loading into the receiving system through suitable technical controls for the impact level of the data; and
 - (iii) prevents repudiation of receipt through accounting and auditing.
- (f) The Supplier shall ensure that all OFFICIAL information is afforded physical protection from internal, external and environment threats commensurate with the Commissioning Bodies' business value of the OFFICIAL information.

- (g) All physical components of the Supplier's systems should be kept in secure accommodation which conforms to HMG (Security Policy Framework) and Communications-Electronics Security Group (CESG) standards and guidance as set out in Paragraph 5.1.1(e) of this Schedule 14 and which can be independently audited and approved by the Authority or its authorised representatives.
- (h) All handling of physical media holding Security Classified (OFFICIAL) Data shall be done in accordance with HMG (Security Policy Framework) and Communications-Electronics Security Group (CESG) standards and guidance as set out in Paragraph 5.1.1(e) of this Schedule 14 or equivalent Good Industry Practice.

5.1.3 **Security and IA - Technical Controls**

- (a) The Supplier's systems must provide network controls to authenticate internal and external users prior to communicating to prevent unauthorised users gaining access to the Supplier's System.
- (b) The import and export of Commissioning Body Materials and Deliverables from the systems must be strictly controlled and recorded / audited.
- (c) The Supplier's systems must enforce the principle of 'least privilege' and only grant users the minimum necessary permission to access information / access the service.
- (d) The Supplier's systems must enforce robust role-based access control mechanisms to prevent unauthorised access to Commissioning Body Materials and Deliverables.
- (e) The Supplier's systems must implement effective and legitimate monitoring of the Services in accordance with HMG standards, where appropriate, in accordance with CESG Good Practice Guide (GPG) 13 – Protective Monitoring (GPG 13 can be obtained from CESG through a CLAS consultant (<https://www.cesg.gov.uk/servicecatalogue/CLAS/Pages/WhatIsCLAS.aspx>) or may be provided or summarised by the Authority.
- (f) The Supplier shall, where appropriate, ensure that the Supplier's system functions in accordance with Good Industry Practice for protecting external connections to the internet.
- (g) The Supplier shall ensure that its systems function in accordance with Good Industry Practice for protection from malicious code.
- (h) The Supplier shall ensure that all components of its systems are patched in line with Good Industry Practice and Supplier's patch policy (such patch policy to be agreed with the Authority).
- (i) An IT health check must be conducted on the Supplier's system on an annual basis from the Commencement Date by an independent CHECK qualified company if and as required by the accreditor and subject to agreement on its scope between the accreditor and the Supplier.
- (j) Technical vulnerabilities of the Supplier's systems which are identified during the assurance process must be resolved effectively and must be recorded on the system risk register and tracked through the accreditation process where applicable.

- (k) Users must be automatically logged out of the Supplier's system if an account / session is inactive for more than 15 minutes. The Supplier shall provide to the Authority sufficient design documentation detailing the security architecture of their information system and data transfer mechanism to support the Authority's assurance that the Supplier's systems are appropriate and secure, and comply with the Authority's requirements.
- (l) The Supplier's system must provide network controls to authenticate users prior to communicating to prevent unauthorised users gaining access to services and information.
- (m) The Supplier's system must provide internal processing controls between security domains to prevent the high domain exporting unauthorised Commissioning Body Materials and Deliverables to the low domain if the solution requires passing data between different security domains.
- (n) Any OFFICIAL-Sensitive Data including sensitive Personal Data must be encrypted in transit and when at rest when stored away from the Supplier's controlled environment.
- (o) The Supplier shall ensure that its systems provide controls to securely manage (store and propagate) all cryptographic keys to prevent malicious entities and services gaining access to them, in line with the Authority's Cryptographic Policy, as made available to the Supplier from time to time.

5.2 Security and IA – Personnel Controls

- 5.2.1 The Supplier shall ensure that all its Personnel that have logical or physical access to its systems, Commissioning Body Materials and Deliverables are security cleared to a minimum of "Security Check National Security Vetting".
- 5.2.2 The Supplier's Personnel that do not have access to the Commissioning Body Materials and Deliverables shall in any event be cleared to the baseline physical security standard or the Supplier must provide evidence that they have controls to prevent these Personnel from gaining access to the Commissioning Body Materials and Deliverables.
- 5.2.3 The Supplier must ensure that any delivery partners or third party suppliers are subject to the same security arrangements and meet the same personnel controls and security requirements that are expected of the Supplier.
- 5.2.4 Procedures should be in place to ensure the Supplier's Personnel who have access to Commissioning Body Data are aware of their responsibilities when handling the Commissioning Body Data and the system used to process it.
- 5.2.5 The Supplier's system will support the requirement of the Authority and Commissioning Bodies to comply with HMG policy and guidance on Offshoring (<https://ogsirooffshoring.zendesk.com/hc/en-us/managing>) by assessing, as required, any additional security risks associated with the storage, processing or transmission of information offshore, typically by an offshore provider or Sub-contractor (which may include the use of 'landed resources'), taking account of EU requirements to confirm the 'adequacy' of legislated protection of Personal Data in the country(ies) where storage / processing occurs. No element of the Supplier's system may be 'off-shored' without the Approval of the Authority.
- 5.2.6 The Supplier shall ensure that any Sub-contractors comply with the provisions of this Schedule 14 during the provision of the Services, and as may be stated any data sharing agreement and in the security aspects letter where one is issued by the Authority.

- 5.2.7 The Supplier shall ensure that effective training and awareness is in place to ensure that all of its Personnel are conscious of all information security requirements.

5.3 Security and IA – Procedural and Policy controls

- 5.3.1 The Supplier shall develop, implement, operate, maintain and continuously improve the ISMS.
- 5.3.2 The ISMS must be tested and periodically updated, with a full test, review and update performed at least annually from the Commencement Date or when there is a change to the Supplier's systems, its services and/or associated processes. Where ISO 27001 certification is provided, the ISMS shall be independently audited in accordance with ISO/IEC 27001; and be subject to Approval by the Authority. The certification body must be UKAS accredited.
- 5.3.3 The Supplier shall have a certified information security policy that reflects the relevant control objectives; for example, as specified within the ISO27002 control set, for the Supplier's systems and the Services provided.
- 5.3.4 The Supplier must appoint an ICT system manager or security manager, who is responsible for the provision of technical, personnel, process and physical security aspects for the Supplier's system, such individual shall be a member of Key Personnel.
- 5.3.5 The Supplier's system must comply with Law, relevant HMG security standards and Authority security policies.
- 5.3.6 The Supplier's system must demonstrate procedures for reporting and responding to security incidents comply with arrangements for reporting security incidents to the Authority.
- 5.3.7 The Supplier's System must demonstrate procedures for secure destruction and decommissioning of assets.
- 5.3.8 Any changes to the Supplier's System must be made via the Change Control Procedure set out in Schedule 10 of the Contract.

SCHEDULE 15

Commercially Sensitive Information

Contract Reference	Information	Timescale for which it remains sensitive
Schedule 3 - 4SD1	All paragraphs	12 months after the expiry date of the Initial Contract Period.
Schedule 3 - 4SD2	Diagram at paragraphs 23 and para 24	12 months after the expiry date of the Initial Contract Period.
Schedule 3 - 4SD3	paragraphs 32-41, process map after 42	12 months after the expiry date of the Initial Contract Period.
Schedule 3- 4SD4	All paragraphs	12 months after the expiry date of the Initial Contract Period.
Schedule 34SD5	Table at paras 65, 66, 68-72, 77, 78, 80, 81, 83, 87, 88	12 months after the expiry date of the Initial Contract Period.
Schedule 3 - 4VR1	All paragraphs	12 months after the expiry date of the Initial Contract Period.
Schedule 3 - 4VR2	Paragraphs 112, 113,115,116,118,120, 121, 123	12 months after the expiry date of the Initial Contract Period.
Schedule 3 - 4VR3	All paragraphs	12 months after the expiry date of the Initial Contract Period.
Schedule 3 - 4QA1	All paragraphs including appendices	12 months after the expiry date of the Initial Contract Period.
Schedule 3 - 4QA2	All paragraphs	12 months after the expiry date of the Initial Contract Period.
Schedule 3 - 4QA3	All paragraphs	12 months after the expiry date of the Initial Contract Period.
Schedule 3 - 4QA4	Paragraphs 205, 211-212, 214, 216, 217	12 months after the expiry date of the Initial Contract Period.

Schedule 3 - 4QA5	Paragraphs 218, 220, 221, 223-227, 230-241	12 months after the expiry date of the Initial Contract Period.
Schedule 3 - 4PD1	All paragraphs	12 months after the expiry date of the Initial Contract Period.
Schedule 3 - 4PD2	All paragraphs	12 months after the expiry date of the Initial Contract Period.
Schedule 3 - 4PD3	All paragraphs	12 months after the expiry date of the Initial Contract Period.
Schedule 3 – 4PD4	paragraphs 297, 299-307	12 months after the expiry date of the Initial Contract Period.
Schedule 3 - 4MTC1	Paragraphs 315, 316, 317, including table and diagram. 324-329 331-339 including milestone table. All attachments including project plan and risk register.	12 months after the expiry date of the Initial Contract Period.
Schedule 3 - 4MTC2	Paragraphs 345-360	12 months after the expiry date of the Initial Contract Period.
Schedule 3 - 4MTC3	Paragraphs 366-378	12 months after the expiry date of the Initial Contract Period.
Schedule 3 - 4LCF4	All paragraphs	12 months after the expiry date of the Initial Contract Period.
Schedule 3 - 4LCF6	All paragraphs	12 months after the expiry date of the Initial Contract Period.
Schedule 4	Annex 2	12 months after the expiry date of the Initial Contract Period.
Schedule 7	Payments (all prices)	12 months after the expiry date of the Initial Contract Period.
Schedule 11	The maximum deductible figures within Schedule 11	12 months after the expiry date of the Initial Contract Period.
Schedule 12	Annex 1	12 months after the expiry date of the Initial Contract Period.

SCHEDULE 17

Key Personnel

Name of Key Personnel	Key Role	Responsibility / Authorities	Period which they will be a member of Key Personnel (indicative only)
REDACTED	Account Management Team member, Transition Team Member and Exit Team Member	Supplier Board Lead for all Governance Boards, Account Director and Supplier's senior responsible officer for the contract.	Mobilisation, Transition, contract delivery and Exit.
REDACTED	Transition Manager, Exit Manager, Account Management Team member	Project manager (mobilisation and exit phase). Contract Manager / project manager (delivery phase)	Mobilisation, Transition, contract delivery and Exit.
REDACTED	Account Management Team member, Transition Team Member	Operations Manager. Ensuring operational capacity during transition and resource/ operations/ logistics management during delivery.	Mobilisation, Transition and contract delivery.
REDACTED	Account Management Team member, Transition Team Member and Exit Team Member	Quality Assurance Manager Managing delivery of website and linguist register. Involved in all aspects of quality assurance.	Mobilisation, Transition, contract delivery and Exit.
REDACTED	Account Management Team member, Transition Team Member and Exit Team Member	Responsible for information governance, information security and data protection.	Mobilisation, Transition, contract delivery and Exit.

REDACTED	Transition Team Member	Systems Developer. Register and database development.	Mobilisation and Transition
REDACTED	Account Management Team Member, Transition Team Member	Trainee Scheme subcontractor. Development and delivery of training scheme.	Mobilisation, Transition and contract delivery.
REDACTED	Account Management Team Member, Transition Team Member	Translations and transcriptions subcontractor. Development and delivery of translations and transcription quality assurance.	Mobilisation, Transition and contract delivery.
REDACTED	Account Management Team member	Finance manager	Delivery phase.
REDACTED	Transition Team Member, Account Management Team Member	Linguist Recruitment Officer – supporting the recruitment of assessors.	Mobilisation, Transition and contract delivery.

SCHEDULE 18

Staff Transfers

1. INTERPRETATION

- 1.1 Where a provision in this Schedule 18 imposes an obligation on the Supplier to provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Sub-contractors shall comply with such obligation and provide such indemnity, undertaking or warranty to the Authority, Former Supplier, Replacement Supplier or sub-contractor of a Replacement Supplier, as the case may be.

Part A

Transferring Former Supplier Employees at commencement of Services

[Intentionally Blank]

Part B

No transfer of employees at commencement of Services

1. PROCEDURE IN THE EVENT OF TRANSFER

- 1.1 The Authority 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 Authority and/or any Former Supplier.
- 1.2 If any employee of the Authority and/or a Former Supplier claims, or it is determined in relation to any employee of the Authority and/or the Former Supplier that his/her contract of employment has been transferred from the Authority and/or a Former Supplier to the Supplier and/or any Sub-contractor pursuant to the Employment Regulations or the Acquired Rights Directive then:
- 1.2.1 the Supplier shall, and shall procure that the relevant Sub-contractor shall, within five (5) Working Days of becoming aware of that fact, give notice in writing to the Authority and, where required by the Authority, give notice to the Former Supplier; and
- 1.2.2 the Authority and/or the Former Supplier may offer (or may procure that a third party may offer) employment to such person within fifteen (15) Working Days of the notification by the Supplier or the Sub-contractor (as appropriate) or take such other reasonable steps as the Authority or the Former Supplier (as the case may be) considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.
- 1.3 If an offer referred to in Paragraph 1.2.2 is accepted (or if the situation has otherwise been resolved by the Authority and/or the Former Supplier), the Supplier shall, or shall procure that the Sub-contractor shall, immediately release the person from his/her employment or alleged employment.
- 1.4 If by the end of the fifteen (15) Working Day period specified in Paragraph 1.2.2:
- 1.4.1 no such offer of employment has been made;
- 1.4.2 such offer has been made but not accepted; or
- 1.4.3 the situation has not otherwise been resolved,
- the Supplier and/or the Sub-contractor may within five (5) Working Days give notice to terminate the employment or alleged employment of such person.

2. INDEMNITIES

- 2.1 Subject to the Supplier and/or the relevant Sub-contractor acting in accordance with the provisions of Paragraphs 1.2 to 1.4 and in accordance with all applicable employment procedures set out in applicable Law and subject also to Paragraph 2.4, the Authority shall:
- 2.1.1 indemnify the Supplier and/or the relevant Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any employees of the Authority referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes all reasonable steps to minimise any such Employee Liabilities; and
- 2.1.2 procure that the Former Supplier indemnifies the Supplier against all Employee Liabilities arising out of the employment of the employees of the Former Supplier made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the relevant Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities..
- 2.2 If any such person as is described in Paragraph 1.2 is neither re-employed by the Authority and/or the Former Supplier nor dismissed by the Supplier and/or any Sub-contractor within the fifteen (15) Working Day period referred to in Paragraph 1.4 such person shall be treated as having transferred to the Supplier and/or the Sub-contractor (as appropriate) and the Supplier shall, or shall procure that the Sub-contractor shall, comply with such obligations as may be imposed upon it under Law.
- 2.3 Where any person remains employed by the Supplier and/or any Sub-contractor pursuant to Paragraph 2.2, all Employee Liabilities in relation to such employee shall remain with the Supplier and/or the Sub-contractor and the Supplier shall indemnify the Authority and any Former Supplier and shall procure that the Sub-contractor shall indemnify the Authority 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 Sub-contractor.
- 2.4 The indemnities in Paragraph 2.1:
- 2.4.1 shall not apply to:
- (a) any claim for:
- (i) 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
- (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,
- in any case in relation to any alleged act or omission of the Supplier and/or any Sub-contractor; or
- (b) any claim that the termination of employment was unfair because the Supplier and/or any Sub-contractor neglected to follow a fair dismissal procedure; and
- 2.4.2 shall apply only where the notification referred to in Paragraph 1.2.1 is made by the Supplier and/or any Sub-contractor to the Authority and, if applicable, Former Supplier within six (6) Months of the date of this Contract.

Part C

Employment exit provisions

1. PRE-SERVICE TRANSFER OBLIGATIONS

1.1 The Supplier agrees that within twenty (20) Working Days of the earliest of:

- 1.1.1 receipt of a notification from the Authority 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 this Contract;
- 1.1.3 the date which is twelve (12) Months before the end of the Contract Period; and
- 1.1.4 receipt of a written request of the Authority at any time (provided that the Authority shall only be entitled to make one such request in any six (6) Month period),

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

1.2 At least twenty (20) Working Days prior to the Service Transfer Date, the Supplier shall provide to the Authority or at the direction of the Authority to any Replacement Supplier and/or any sub-contractor of a Replacement Supplier:

- 1.2.1 the Supplier's Final Supplier Personnel List, which shall identify which of the Supplier's Personnel are Transferring Supplier Employees; and
- 1.2.2 the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).

1.3 The Authority 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 sub-contractor of a Replacement Supplier.

1.4 The Supplier warrants, for the benefit of the Authority, any Replacement Supplier, and any sub-contractor of a Replacement Supplier 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 Paragraph 1.1.1, 1.1.2 and 1.1.3, the Supplier agrees, that it shall not, and agrees to procure that each Sub-contractor shall not, assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall not without the approval of the Authority (not to be unreasonably withheld or delayed):

- 1.5.1 replace or re-deploy any of the Supplier's Personnel listed on the Supplier's Provisional Supplier's Personnel 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 make, promise, propose or permit any material changes to the terms and conditions of employment of the Supplier's Personnel (including any payments connected with the termination of employment);

- 1.5.3 increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier's Personnel save for fulfilling assignments and projects previously scheduled and agreed;
- 1.5.4 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 Personnel List;
- 1.5.5 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); or
- 1.5.6 terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process,

and shall promptly notify, and procure that each Sub-contractor shall promptly notify, the Authority or, at the direction of the Authority, any Replacement Supplier and any sub-contractor of a Replacement Supplier of any notice to terminate employment given by the Supplier or relevant Sub-contractor or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect.

- 1.6 During the Contract Period, the Supplier shall provide, and shall procure that each Sub-contractor shall provide, to the Authority any information the Authority may reasonably require relating to the manner in which the Services are organised, 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; and
- 1.6.3 a description of the nature of the work undertaken by each employee by location.

- 1.7 The Supplier shall provide, and shall procure that each Sub-contractor shall provide, all reasonable cooperation and assistance to the Authority, any Replacement Supplier and/or any sub-contractor of a Replacement Supplier to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within five (5) Working Days following the Service Transfer Date, the Supplier shall provide, and shall procure that each Sub-contractor shall provide, to the Authority or, at the direction of the Authority, to any Replacement Supplier and/or any sub-contractor of a Replacement Supplier (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel 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.

2. EMPLOYMENT REGULATIONS EXIT PROVISIONS

- 2.1 The Authority 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 sub-contractor of a Replacement Supplier. Such change in the identity of the supplier of such services may constitute a Relevant Transfer to which the Employment Regulations and/or the Acquired Rights Directive will apply. The Authority 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 sub-contractor of a Replacement Supplier (as the case may be) and each such Transferring Supplier Employee.

- 2.2 The Supplier shall, and shall procure that each Sub-contractor 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 Sub-contractor 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 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 the Sub-contractor (as appropriate); and (ii) the Replacement Supplier and/or sub-contractor of a Replacement Supplier.
- 2.3 Subject to Paragraph 2.4, the Supplier shall indemnify the Authority and/or the Replacement Supplier and/or any sub-contractor of a Replacement Supplier against any Employee Liabilities in respect of any Transferring Supplier Employee (or, where applicable any employee representative as defined in the Employment Regulations) arising from or as a result of:
- 2.3.1 any act or omission of the Supplier or any Sub-contractor whether occurring before, on or after the Service Transfer Date;
 - 2.3.2 the breach or non-observance by the Supplier or any Sub-contractor 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 Sub-contractor 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 Sub-contractor 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 a Transferring Supplier Employee, 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 Authority and/or Replacement Supplier and/or any sub-contractor of a Replacement Supplier, to the extent that the proceeding, claim or demand by

HMRC or other statutory authority relates to financial obligations arising on or before the Service Transfer Date;

- 2.3.5 a failure of the Supplier or any Sub-contractor 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 Sub-contractor other than a Transferring Supplier Employee for whom it is alleged the Authority and/or the Replacement Supplier and/or any sub-contractor of the Replacement Supplier may be liable by virtue of this Agreement and/or the Employment Regulations and/or the Acquired Rights Directive; 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 Sub-contractor 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 Authority and/or Replacement Supplier to comply with regulation 13(4) of the Employment Regulations.
- 2.4 The indemnities 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 sub-contractor of a Replacement Supplier 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 sub-contractor of a Replacement Supplier 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 sub-contractor of a Replacement Supplier's failure, to comply with its obligations under the Employment Regulations.
- 2.5 If any person who is not a Transferring Supplier Employee claims, or it is determined in relation to any person who is not a Transferring Supplier Employee, that his/her contract of employment has been transferred from the Supplier or any Sub-contractor to the Replacement Supplier pursuant to the Employment Regulations or the Acquired Rights Directive, then:
- 2.5.1 the Authority shall procure that the Replacement Supplier shall, or any sub-contractor of a Replacement Supplier shall, within five (5) Working Days of becoming aware of that fact, give notice in writing to the Supplier; and
 - 2.5.2 the Supplier may offer (or may procure that a Sub-contractor may offer) employment to such person within fifteen (15) Working Days of the notification by the Replacement Supplier and/or any and/or sub-contractor of a Replacement Supplier 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.
- 2.6 If such offer is accepted, or if the situation has otherwise been resolved by the Supplier or a Sub-contractor, the Authority shall procure that the Replacement Supplier shall, or procure that the sub-contractor of a Replacement Supplier shall, immediately release or procure the release of the person from his/her employment or alleged employment.
- 2.7 If after the fifteen (15) Working Day period specified in Paragraph 2.5.2 has elapsed:
- 2.7.1 no such offer of employment has been made;

2.7.2 such offer has been made but not accepted; or

2.7.3 the situation has not otherwise been resolved

the Authority shall advise the Replacement Supplier and/or sub-contractor of a Replacement Supplier as appropriate that it may within five (5) Working Days give notice to terminate the employment or alleged employment of such person.

2.8 Subject to the Replacement Supplier and/or sub-contractor of a Replacement Supplier acting in accordance with the provisions of Paragraphs 2.5 to 2.7, and in accordance with all applicable proper employment procedures set out in applicable Law, the Supplier shall indemnify the Replacement Supplier and/or sub-contractor of a Replacement Supplier against all Employee Liabilities arising out of the termination pursuant to the provisions of Paragraph 2.7 provided that the Replacement Supplier takes, or shall procure that the sub-contractor of a Replacement Supplier takes, all reasonable steps to minimise any such Employee Liabilities.

2.9 The indemnity in Paragraph 2.8:

2.9.1 shall not apply to:

(a) any claim for:

(i) 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

(ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

in any case in relation to any alleged act or omission of the Replacement Supplier and/or sub-contractor of a Replacement Supplier; or

(b) any claim that the termination of employment was unfair because the Replacement Supplier and/or sub-contractor of a Replacement Supplier neglected to follow a fair dismissal procedure; and

2.9.2 shall apply only where the notification referred to in Paragraph 2.5.1 is made by the Replacement Supplier and/or sub-contractor of a Replacement Supplier to the Supplier within six (6) Months of the Service Transfer Date.

2.10 If any such person as is described in Paragraph 2.5 is neither re-employed by the Supplier or any Sub-contractor nor dismissed by the Replacement Supplier and/or sub-contractor of a Replacement Supplier within the time scales set out in Paragraphs 2.5 to 2.7, such person shall be treated as a Transferring Supplier Employee and the Replacement Supplier and/or sub-contractor of a Replacement Supplier shall comply with such obligations as may be imposed upon it under applicable Law.

2.11 The Supplier shall comply, and shall procure that each Sub-contractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Sub-contractor shall perform and discharge, all its obligations in respect of the Transferring Supplier Employees 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 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:

2.11.1 the Supplier and/or any Sub-contractor; and

2.11.2 the Replacement Supplier and/or the sub-contractor of a Replacement Supplier.

- 2.12 The Supplier shall, and shall procure that each Sub-contractor shall, promptly provide to the Authority and any Replacement Supplier and/or sub-contractor of a Replacement Supplier, in writing such information as is necessary to enable the Authority, the Replacement Supplier and/or sub-contractor of a Replacement Supplier to carry out their respective duties under regulation 13 of the Employment Regulations. The Authority shall procure that the Replacement Supplier and/or sub-contractor of the Replacement Supplier, shall promptly provide to the Supplier and each Sub-contractor in writing such information as is necessary to enable the Supplier and each Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.
- 2.13 Subject to Paragraph 2.14, the Authority shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any sub-contractor of the Replacement Supplier and its sub-contractors against any Employee Liabilities in respect of each Transferring Supplier Employee (or, where applicable any employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee) arising from or as a result of:
- 2.13.1 any act or omission of the Replacement Supplier and/or sub-contractor of a Replacement Supplier;
 - 2.13.2 the breach or non-observance by the Replacement Supplier and/or sub-contractor of a Replacement Supplier on or after the Service Transfer Date of:
 - (a) any collective agreement applicable to the Transferring Supplier Employees; and/or
 - (b) any custom or practice in respect of any Transferring Supplier Employees which the Replacement Supplier and/or sub-contractor of a Replacement Supplier is contractually bound to honour;
 - 2.13.3 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 Replacement Supplier and/or sub-contractor of a Replacement Supplier to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;
 - 2.13.4 any proposal by the Replacement Supplier and/or sub-contractor of a Replacement Supplier to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees on or after their transfer to the Replacement Supplier or sub-contractor of a Replacement Supplier (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person 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 Relevant Transfer Date as a result of or for a reason connected to such proposed changes;
 - 2.13.5 any statement communicated to or action undertaken by the Replacement Supplier or sub-contractor of a Replacement Supplier to, or in respect of, any Transferring Supplier Employee on or before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing;
 - 2.13.6 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, 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, 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 Sub-contractor, to the Replacement Supplier or sub-contractor of a Replacement Supplier 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;

- 2.13.7 a failure of the Replacement Supplier or sub-contractor of a Replacement Supplier 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 from (and including) the Service Transfer Date; and
 - 2.13.8 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 Replacement Supplier or sub-contractor of a Replacement Supplier in relation to obligations under regulation 13 of the Employment Regulations.
- 2.14 The indemnities in Paragraph 2.13 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 Sub-contractor (as applicable) whether occurring or having its origin before, on or after the Relevant Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Sub-contractor (as applicable) to comply with its obligations under the Employment Regulations.

SCHEDULE 19

Approved Sub-contractors

Company Name	Company number	Registered office address
International School of Linguists Limited	08725914	Link Up House Ring Road, Lower Wortley, Leeds, LS12 6AB
Translate Plus Limited	06674541	5 Waterside, 44-48 Wharf Road, London, N1 7UX

SCHEDULE 20

Market Stewardship Principles

Introduction

The Market Stewardship Principles cover five key principles that must underpin the Supplier's provision of the Services it provides under the Contract and its engagement with all entities to which it Sub-contracts the provision of those Services.

Each of the principles is set out in this Schedule 20 together with guidance as to how the Supplier should respond to its obligations against each of the principles.

1. ADHERENCE TO APPROPRIATE MANAGEMENT OF RISK IN THE SUPPLY CHAIN

All contractual and other risk should be appropriately managed. This should extend to not passing risk down supply chains disproportionately, the management of volume fluctuations and other events and the management of intellectual property rights.

- 1.1 **Meaningful work allocation.** The Supplier should be able to evidence its approach in allocating work to supply chain partners in a manner which meets its obligations under this Contract. Where a supplier is specified in the Contract as a supply chain partner, the Supplier shall refer appropriate work (including volumes, where appropriate) to that supplier.

The Supplier shall record details of all issues arising out of complaints from suppliers that they have not received anticipated work (including volumes, where appropriate) and shall refer these complaints to the Authority.

- 1.2 **Systems for allocation of work to the supplier.** The Supplier should have systems for allocation of specific work to the supplier where the delivery of the services is best served by calling on the particular expertise of the supplier. The allocations should ensure that the services are provided from a supply chain organisation that has the correct level of expertise.

- 1.3 **Volume Fluctuations.** The Supplier must demonstrate to the Authority's satisfaction how it manages any volume fluctuations and the reallocation of work to the supply chain, where appropriate. The potential impact of both increases and particularly reductions in work allocation and associated drop in income, and actions to mitigate these risks, must be set out in the Sub-contract.

- 1.4 **Spot purchase arrangements.** Spot purchase arrangements may be entirely appropriate but can be detrimental to supply chain partners as opposed to more standard contracts that guarantee an income. Suppliers generally, but also in seeking funding or additional business, may be disadvantaged in only being able to reference spot purchase contracts. The Supplier should therefore ensure that wherever 'spot purchase' arrangements are utilised, options to transition to more stable contractual referral systems are reviewed at regular periods.

- 1.5 **Payment terms.** The Supplier should detail a full exploration of payment terms and the impact of these on the supply chain including the requirement for any clawback/repayment if targets (such as performance targets) are not met. The implications of this should be worked through for each year of the Sub-contract.

- 1.6 **Minimum contract term.** Consideration should be given to the needs of the supplier in relation to the contract term. The contract length, if inadequate, may damage the ability of the supplier in seeking new business or additional funding from elsewhere. Supporting statements around expected minimum term of contracts may be helpful to avoid this. A minimum two (2) year term should be appropriate for most supply chain partnerships.

- 1.7 **Intellectual Property Rights (IPR).** The Supplier should set out in the Sub-contract an approach for the handling of intellectual property rights to be established as part of the supply chain selection process.

2. ALIGNMENT OF ETHOS IN THE SUPPLY CHAIN

The Authority envisages that a sustainable relationship is fostered throughout the contract term, which meets the expectations of both parties according to the position established at contract inception. In entering into a contractual agreement, there should be an understanding of what is important to both parties and this should go on to form part of the contractual agreement which will be reviewed throughout the contract term to ensure that expectations are being met. The Authority's market engagement has reinforced that this is an important expectation for many organisations and key to building trust, especially in the early stages of such business relationships.

- 2.1 **Audit trail.** The Supplier must maintain an audit trail of engagement with suppliers that demonstrates compliance with the principles established at the outset of their working relationship and shall include any additional support the Supplier offers.
- 2.2 **Support declared in the bid to supply chain organisations.** The Supplier must publish a statement with regard to the support that is being offered by the Supplier to suppliers. Each support element must be itemised.
- 2.3 **Meetings.** The Supplier must record details of the conduct of all meetings with members of its supply chain and review these records to ensure that they are timely and appropriate and reinforce good relationship management.

3. VISIBILITY ACROSS THE SUPPLY CHAIN:

The Authority expects that all parties have visibility of participation within the supply chain. This should include payment terms against contractual targets, the volume of business handled by supply chain partners (where appropriate), fair apportionment of work, and how the supply chain adjusts to changing volumes.

Supply chain sourcing, selection and refresh process. The Supplier must ensure that the sourcing, selection and refresh process for supply chain partners is transparent. This information must be made freely available to both the Authority and each potential supplier on request.

4. REWARD AND RECOGNITION OF GOOD PERFORMANCE

The Authority considers it important that organisations in the supply chain receive appropriate reward for good performance. Recognition of good performance should be shared across the chain and this should include the sharing of good practice. As industry forums are instigated, methods for sharing data will be developed.

5. APPLICATION OF THE PRINCIPLES OF THE COMPACT IN WORK WITH CIVIL SOCIETY ORGANISATIONS:

Evidence of compliance and other issues. The Authority has an expectation that the Supplier and its supply chain follow the principles of the Compact when engaging with Civil Society Organisations (as that term is defined in the Compact).

SCHEDULE 21

Business Continuity and Disaster Recovery

1. PURPOSE

- 1.1 This Schedule sets out the Authority's requirements for ensuring continuity of the business processes and operations supported by the Services in circumstances of disruption or failure, and for restoring the Services through business continuity and, as necessary, disaster recovery procedures. It also includes the requirement on the Supplier to develop, review, test, change and maintain a BCDR Plan.

2. BCDR PLAN

- 2.1 Within twenty (20) Working Days from the Commencement Date the Supplier shall prepare and deliver to the Authority for the Authority's Approval a 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 Services; and
 - 2.1.2 the recovery of the Services in the event of a Disaster,
(the **BCDR Plan**)
- 2.2 The BCDR Plan shall be divided into three parts:
- 2.2.1 Part A which shall set out general principles applicable to the BCDR Plan;
 - 2.2.2 Part B which shall relate to business continuity (the **Business Continuity Plan**); and
 - 2.2.3 Part C which shall relate to disaster recovery (the **Disaster Recovery Plan**); and
- which shall, unless otherwise required by the Authority in writing, be based upon and be consistent with the provisions of Paragraphs 3, 4 and 5 of this Schedule 21.
- 2.3 The Supplier shall ensure that the BCDR Plan incorporates business continuity and disaster recovery plans and procedures in respect of all components of the Services including those provided by Sub-contractors.
- 2.4 Following receipt of the draft BCDR Plan from the Supplier, the Authority shall:
- 2.4.1 review and comment on the draft BCDR Plan as soon as reasonably practicable; and
 - 2.4.2 notify the Supplier in writing that it approves or rejects the draft BCDR Plan no later than twenty (20) Working Days after the date on which the draft BCDR Plan is first delivered to the Authority.
- 2.5 If the Authority rejects the draft BCDR Plan:
- 2.5.1 the Authority shall inform the Supplier in writing of its reasons for its rejection; and
 - 2.5.2 the Supplier shall then revise the draft BCDR Plan (taking reasonable account of the Authority's comments) and shall re-submit a revised draft BCDR Plan to the Authority for the Authority's approval within twenty (20) Working Days of the date of the Authority's notice of rejection. The provisions of Paragraph 2.4 and this Paragraph 2.5 shall apply again to any resubmitted draft BCDR Plan, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.

3. PART A OF THE BCDR PLAN AND GENERAL PRINCIPLES AND REQUIREMENTS

- 3.1 Part A 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 operation of the Services and any services provided to the Authority by Other Suppliers;
 - 3.1.3 contain an obligation upon the Supplier to liaise with the Authority and (at the Authority's request) any Other Suppliers with respect to issues concerning business continuity and disaster recovery where applicable;
 - 3.1.4 detail how the BCDR Plan links and interoperates with any overarching and/or connected disaster recovery or business continuity plan of the Authority and any of its Other Suppliers in each case as notified to the Supplier by the Authority 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 multi-channels (including but without limitation a web-site (with FAQs), e-mail, phone and fax) for both portable and desk top configurations, where required by the Authority;
 - 3.1.6 contain a risk analysis, including:
 - (a) failure or disruption scenarios and assessments and estimates of frequency of occurrence;
 - (b) identification of any single points of failure within the Services and processes for managing the risks arising therefrom;
 - (c) identification of risks arising from the interaction of the Services with the services provided by a Other Suppliers; and
 - (d) a business impact analysis (detailing the impact on business processes and operations) 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 (including roles and responsibilities) for the Supplier (and any Sub-contractors) and for the Authority;
 - 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 ensure that there is no data loss and to preserve data integrity;
 - 3.1.11 identify the responsibilities (if any) that the Authority 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 advice and assistance to key contacts at the Authority as notified by the Authority from time to time to inform decisions in support of the Authority's business continuity plans.
- 3.2 The BCDR Plan shall be designed so as to ensure that:

- 3.2.1 the Services 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, service failure, or disruption on the operations of the Authority is minimal as far as reasonably possible;
 - 3.2.3 it complies with the relevant provisions of ISO/IEC 27002 (as amended) and all other industry standards from time to time in force; and
 - 3.2.4 there is a process for the management of disaster recovery testing detailed in the BCDR Plan.
- 3.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Services or to the business processes facilitated by and the business operations supported by the Services.
- 3.4 The Supplier shall not be entitled to any relief from its obligations under the Key Performance Indicators or to any increase in the Service Payment to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Contract.

4. PART B: BUSINESS CONTINUITY PLAN - PRINCIPLES AND CONTENTS

- 4.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes and operations facilitated by the Services remain supported and to ensure continuity of the business operations supported by the Services including, unless the Authority expressly states otherwise in writing:
- 4.1.1 the alternative processes (including business processes), options and responsibilities that may be adopted in the event of a failure in or disruption to the Services; and
 - 4.1.2 the steps to be taken by the Supplier upon resumption of the Services in order to address any prevailing effect of the failure or disruption including a root cause analysis 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 Services;
 - 4.2.2 set out the services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Services (such services and steps being the **Business Continuity Services**);
 - 4.2.3 specify any applicable Key Performance Indicators with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Key Performance Indicators in respect of other Services during any period of invocation of the Business Continuity Plan; and
 - 4.2.4 clearly set out the conditions and/or circumstances under which the Business Continuity Plan is invoked.

5. PART C: DISASTER RECOVERY PLAN - PRINCIPLES AND CONTENTS

- 5.1 The Disaster Recovery Plan shall be designed so as to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Authority 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 Disaster Recovery Plan shall be invoked only upon the occurrence of a Disaster.
- 5.3 The Disaster Recovery Plan shall include the following:

- 5.3.1 the technical design and build specification of the Disaster Recovery System;
- 5.3.2 details of the procedures and processes to be put in place by the Supplier and any Sub-contractors in relation to the Disaster Recovery System and the provision of the Disaster Recovery Services and any testing of the same including but not limited to the following:
 - (a) data centre and disaster recovery site audits;
 - (b) backup methodology and details of the Supplier's approach to data back-up and data verification;
 - (c) identification of all potential disaster scenarios;
 - (d) risk analysis;
 - (e) documentation of processes and procedures;
 - (f) hardware configuration details;
 - (g) network planning including details of all relevant data networks and communication links;
 - (h) invocation rules;
 - (i) Service recovery procedures; and
 - (j) steps to be taken upon resumption of the Services to address any prevailing effect of the failure or disruption of the Services;
- 5.3.3 any applicable Key Performance Indicators with respect to the provision of the Disaster Recovery Services and details of any agreed relaxation to the Key Performance Indicators in respect of other Services during any period of invocation of the Disaster Recovery Plan;
- 5.3.4 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;
- 5.3.5 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and
- 5.3.6 testing and management arrangements.

6. REVIEW AND AMENDMENT OF THE BCDR PLAN

- 6.1 The Supplier shall review part or all of the BCDR Plan (and the risk analysis on which it is based):
 - 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 8; and
 - 6.1.3 where the Authority requests any additional reviews (over and above those provided for in Paragraphs 6.1.1 and 6.1.2) by notifying the Supplier to such effect in writing, whereupon the Supplier shall conduct such reviews in accordance with the Authority's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Authority for the Authority's approval. The costs of both Parties of any such additional reviews shall be met by the Authority

except that the Supplier shall not be entitled to charge the Authority for any costs that it may incur above any estimate without the Authority's prior written approval.

- 6.2 Each review of the BCDR Plan pursuant to Paragraph 6.1 shall be a review of the procedures and methodologies set out in the BCDR Plan and shall assess their suitability having regard to any change to the Services 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 the period required by the BCDR Plan or, if no such period is required, within such period as the Authority shall reasonably require. The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Authority a report (a **Review Report**) setting out:
- 6.2.1 the findings of the review;
 - 6.2.2 any changes in the risk profile associated with the Services; and
 - 6.2.3 the Supplier's proposals for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan following the review detailing the impact (if any and to the extent that the Supplier can reasonably be expected to be aware of the same) that the implementation of such proposals may have on any services or systems provided by a third party (the **Supplier's Risk Profile Proposals**).
- 6.3 Following receipt of the Review Report and the Supplier's Risk Profile Proposals, the Authority shall:
- 6.3.1 review and comment on the Review Report and the Supplier's Risk Profile Proposals as soon as reasonably practicable; and
 - 6.3.2 notify the Supplier in writing that it approves or rejects the Review Report and the Supplier's Risk Profile Proposals no later than twenty (20) Working Days after the date on which they are first delivered to the Authority.
- 6.4 If the Authority rejects the Review Report and/or the Supplier's Risk Profile Proposals:
- 6.4.1 the Authority shall inform the Supplier in writing of its reasons for its rejection; and
 - 6.4.2 the Supplier shall then revise the Review Report and/or the Supplier's Risk Profile Proposals as the case may be (taking reasonable account of the Authority's comments and carrying out any necessary actions in connection with the revision) and shall re-submit a revised Review Report and/or revised Supplier's Risk Profile Proposals to the Authority for the Authority's approval within twenty (20) Working Days of the date of the Authority's notice of rejection. The provisions of Paragraph 6.3 and this Paragraph 6.4 shall apply again to any resubmitted Review Report and Supplier's Risk Profile Proposals, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.
- 6.5 The Supplier shall as soon as is reasonably practicable after receiving the Authority's Approval of the Supplier's Risk Profile Proposals (having regard to the significance of any risks highlighted in the Review Report) 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 Services.

7. TESTING OF THE BCDR PLAN

- 7.1 The Supplier shall test the BCDR Plan on a regular basis (on the anniversary of each year following the Commencement Date). Subject to Paragraph 7.2, the Authority may require the

Supplier to conduct additional tests of some or all aspects of the BCDR Plan at any time where the Authority considers it necessary, including where there has been any change to the Services or any underlying business processes, or on the occurrence of any event which may increase the likelihood of the need to implement the BCDR Plan.

- 7.2 If the Authority 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 Authority's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Authority provided prior to starting such test, the Supplier shall provide an accurate written estimate of the total costs payable by the Authority for the Authority's approval save for when 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 the Authority and shall liaise with the Authority in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Authority in this regard. Each test shall be carried out under the supervision of the Authority or its nominee.
- 7.4 The Supplier shall ensure that any use by it or any Sub-contractor of "live" data in such testing is first approved with the Authority. Copies of live test data used in any such testing shall be (if so required by the Authority) destroyed or returned to the Authority on completion of the test.
- 7.5 The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Authority 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 reasonable measures requested by the Authority, (including requests for the re-testing of the BCDR Plan) to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at no additional cost to the Authority, by the date reasonably required by the Authority and set out in such notice.
- 7.7 For the avoidance of doubt, the carrying out of a test of the BCDR Plan (including a test of the BCDR Plan's procedures) shall not relieve the Supplier of any of its obligations under this Contract.
- 7.8 The Supplier shall also perform a test of the BCDR Plan in the event of any major reconfiguration of the Services or as otherwise reasonably requested by the Authority.

8. INVOCATION OF THE BCDR PLAN

- 8.1 The Supplier shall ensure that it is able to implement the BCDR Plan at any time in accordance with its terms.
- 8.2 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 Authority promptly of such invocation) such that the provision of the Services is resumed within two (2) hours. In all other instances the Supplier shall only invoke or test the BCDR Plan with the prior consent of the Authority.