

**MODEL SERVICES CONTRACT**

**DATED 4<sup>TH</sup> SEPTEMBER 2024**

**(1) SECRETARY OF STATE FOR SCIENCE, INNOVATION AND TECHNOLOGY**  
**and**  
**(2) COGNIZANT WORLDWIDE LIMITED**

**CONTRACT**

relating to

**MATRIX PROGRAMME - TECHNOLOGY SOLUTION AND SYSTEMS**  
**INTEGRATION SERVICES**  
**(IMPLEMENTATION, ONBOARDING AND HYPERCARE SERVICES)**

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**THIS CONTRACT** is made on 4<sup>TH</sup> SEPTEMBER 2024

### **BETWEEN:**

- (1) **The Secretary of State for Science, Innovation and Technology** of 100 Parliament Street, Westminster, London, SW1A 2BQ (the “**Authority**”); and
- (2) **Cognizant Worldwide Limited** a company registered in England and Wales under company number 07195160 whose registered office is at 280 Bishopsgate, London, England, EC2M 4AG (the “**Supplier**”)

(each a “**Party**” and together the “**Parties**”).

### **INTRODUCTION**

- (A) The Authority is a member of a cluster of Central Government Departments known as Matrix. The Matrix cluster comprises the following Central Government Departments: Attorney General’s office (AGO); Cabinet Office (CO); Department for Business and Trade (DBT); Department for Culture Media and Sport (DCMS); Department for Education (DfE); Department for Energy Security and Net Zero (DESNZ); Department for Health and Social Care (DHSC); Department for Science, Innovation and Technology (DSIT); HM Treasury (HMT). There are also a number of ‘Arm’s Length Bodies’ (‘ALBs’) and other government entities which sit under these Central Government Departments which may become part of the Matrix Cluster in due course.
- (B) DSIT is the lead contracting authority for Matrix and is the Authority for the purposes of this Contract, contracting on its own behalf and on behalf of the other Matrix cluster Central Government Departments (and in due course potentially some ALBs).
- (C) Matrix has been established to bring together individual Government Department plans in line with the Shared Services Strategy for Government published by the Government Business Service.
- (D) To meet these objectives, Matrix has undertaken a “bundled procurement” for an Enterprise Resource Planning (ERP) platform and for System Integration (SI) services. The intention is for the ERP and SI Suppliers to work together to deliver a cohesive solution and delivery approach. This Contract will facilitate the provision of the SI services.
- (E) The Services have been procured under a Competitive Procedure with Negotiation in accordance with Regulation 29 of the Public Contract Regulations 2015. On 4<sup>th</sup> July 2023 the Authority advertised on Find a Tender (reference 2023/S 000-018976), inviting prospective suppliers to submit proposals for the Services.
- (F) The Supplier is a leading provider of technology solutions and has experience in the provision of back-office software and integration services

- (G) Following negotiations, the Parties have agreed to contract with each other in accordance with the terms and conditions set out below.

**IT IS AGREED** as follows:

## **SECTION A – PRELIMINARIES**

### **1 DEFINITIONS AND INTERPRETATION**

- 1.1 In this Contract, unless otherwise provided or the context otherwise requires, capitalised expressions shall have the meanings set out in Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.
- 1.2 Interpretation is as set out in Schedule 1 (Definitions).
- 1.3 If there is any conflict between the Clauses and the Schedules and/or any Annexes to the Schedules, the conflict shall be resolved in accordance with the following order of precedence:
- (a) the Clauses and Schedule 1 (Definitions);
  - (b) Schedules 2 (Services Description) and 3 (Performance Levels) and their Annexes;
  - (c) any other Schedules and their Annexes (other than Schedule 8 (Supplier Solution) and its Annexes); and
  - (d) Schedule 8 (Supplier Solution) and its Annexes (if any) unless any part of Schedule 8 offers a better commercial position for the Authority (as decided by the Authority, in its absolute discretion), in which case that aspect of Schedule 8 will take precedence over the documents above.
- 1.4 The Schedules and their Annexes form part of this Contract. In entering into this Contract the Authority is acting as part of the Crown.
- 1.5 Under this Contract the Authority is procuring the Services for the benefit of each Services Recipient. Each Services Recipient shall have the right to benefit from the Services that shall be provided by the Supplier and shall have the rights as granted under clause 41 as if they were Parties to this Contract.

### **2 DUE DILIGENCE**

- 2.1 The Supplier acknowledges that, subject to the Allowable Assumptions and the Authority Responsibilities:
- (a) the Authority has delivered or made available to the Supplier all of the information and documents that the Supplier considers necessary or relevant for the performance of its obligations under this Contract;

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- (b) it has made its own enquiries to satisfy itself as to the accuracy and adequacy of the Due Diligence Information;
- (c) it has satisfied itself (whether by inspection or having raised all relevant due diligence questions with the Authority before the Effective Date) of all relevant details relating to:
  - (i) the Authority Requirements;
  - (ii) the suitability of the existing and (to the extent that it is defined or reasonably foreseeable at the Effective Date) future Operating Environment;
  - (iii) the operating processes and procedures and the working methods of the Authority;
  - (iv) the ownership, functionality, capacity, condition and suitability for use in the Services of the Authority Assets; and
  - (v) the existing contracts (including any licences, support, maintenance and other agreements relating to the Operating Environment) referred to in the Due Diligence Information which may be novated to, assigned to or managed by the Supplier under this Contract and/or which the Supplier will require the benefit of for the provision of the Services; and
- (d) it has advised the Authority in writing of:
  - (i) each aspect, if any, of the Operating Environment that is not suitable for the provision of the Services;
  - (ii) the actions needed to remedy each such unsuitable aspect; and
  - (iii) a timetable for and, to the extent that such costs are to be payable to the Supplier, the costs of those actions,and such actions, timetable and costs are fully reflected in this Contract, including the Services Description and/or Authority Responsibilities as applicable.

2.2 The Supplier shall not be excused from the performance of any of its obligations under this Contract on the grounds of, nor, subject to Clause 2.3, shall the Supplier be entitled to recover any additional costs or charges, arising as a result of:

- (a) any unsuitable aspects of the Operating Environment;
- (b) any misinterpretation of the Authority Requirements; and/or
- (c) any failure by the Supplier to satisfy itself as to the accuracy and/or adequacy of the Due Diligence Information.

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- 2.3 The Parties shall comply with the provisions of Paragraph 6 of Part C of Schedule 15 (*Charges and Invoicing*) in relation to the verification of any Allowable Assumptions.

### **3 WARRANTIES**

- 3.1 The Authority represents and warrants that:

- (a) it has full capacity and authority to enter into and to perform this Contract;
- (b) this Contract is executed by its duly authorised representative;
- (c) there are no 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 this Contract; and
- (d) its obligations under this Contract constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms subject to applicable bankruptcy, reorganisation, insolvency, moratorium or similar Laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or law).

- 3.2 The Supplier represents and warrants that:

- (a) it is validly incorporated, organised and subsisting in accordance with the Laws of its place of incorporation;
- (b) it has full capacity and authority to enter into and to perform this Contract;
- (c) this Contract is executed by its duly authorised representative;
- (d) it has all necessary consents and regulatory approvals to enter into this Contract;
- (e) it has notified the Authority in writing of any actions, suits or proceedings or regulatory investigations before any court or administrative body or arbitration tribunal pending or, to its knowledge, any threatened against it or any of its Affiliates that might affect its ability to perform its obligations under this Contract;
- (f) its execution, delivery and performance of its obligations under this Contract will not constitute a breach of any Law or obligation applicable to it and will not cause or result in a default under any agreement by which it is bound;

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- (g) its obligations under this Contract constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms subject to applicable bankruptcy, reorganisation, insolvency, moratorium or similar Laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or law);
- (h) the written statements and representations made by the Supplier as part of the procurement process, comprising:
  - (i) its response to the selection questionnaire;
  - (ii) its tender in response to the "Invitation to Submit Final Tender" document;
  - (iii) its responses to any clarification questions; and
  - (iv) any and all documentation provided to the Authority by the Supplier in connection with the Authority's assessment of the Supplier's financial standing,remain true and accurate except to the extent that such statements and representations have been superseded or varied by this Contract or to the extent that the Supplier has otherwise disclosed to the Authority in writing prior to the date of this Contract;
- (i) 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;
- (j) it has all necessary rights in and to the Licensed Software, the Third Party IPRs, the Supplier Background IPRs and any other materials made available by the Supplier (and/or any Sub-contractor) to the Authority which are necessary for the performance of the Supplier's obligations under this Contract and/or the receipt of the Services by the Authority;
- (k) the Contract Inception Report is a true and accurate reflection of the Costs and Supplier Profit Margin forecast by the Supplier and the Supplier does not have any other internal financial model in relation to the Services inconsistent with the Financial Model;
- (l) it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under this Contract;
- (m) no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator

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or similar officer in relation to any of the Supplier's assets or revenue; and

- (n) within the previous 12 months, no Financial Distress Events have occurred or are subsisting (or any events that would be deemed to be Financial Distress Events under this Contract had this Contract been in force) and there are currently no matters that it is aware of that could cause a Financial Distress Event to occur or subsist.
- 3.3 The representations and warranties set out in Clause 3.2 shall be deemed to be repeated by the Supplier on the Effective Date (if later than the date of signature of this Contract) by reference to the facts then existing.
- 3.4 Each of the representations and warranties set out in Clauses 3.1 and 3.2 shall be construed as a separate representation and warranty and shall not be limited or restricted by reference to, or inference from, the terms of any other representation, warranty or any other undertaking in this Contract.
- 3.5 If at any time a Party becomes aware that a representation or warranty given by it under Clause 3.1 or 3.2 has been breached, is untrue or is misleading, it shall immediately notify the other Party of the relevant occurrence in sufficient detail to enable the other Party to make an accurate assessment of the situation.
- 3.6 For the avoidance of doubt, the fact that any provision within this Contract is expressed as a warranty shall not preclude any right of termination which the Authority may have in respect of breach of that provision by the Supplier.
- 3.7 Except as expressly stated in this Contract, all warranties and conditions whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by Law.

## **SECTION B – THE SERVICES**

### **4 TERM**

#### **4.1 This Contract shall:**

- (a) come into force on the Effective Date, save for Clauses 1 (*Definitions and Interpretation*), 3 (*Warranties*), 4 (*Term*), 19 (*Confidentiality*), 20 (*Transparency and Freedom of Information*), 22 (*Publicity and Branding*), 23 (*Limitations on Liability*), 35 (*Waiver and Cumulative Remedies*), 36 (*Relationship of the Parties*), 38 (*Severance*), 40 (*Entire Agreement*), 41 (*Third Party Rights*), 42 (*Notices*), 43 (*Disputes*) and 45 (*Governing Law and Jurisdiction*), which shall be binding and enforceable as between the Parties from the date of signature; and
- (b) unless terminated at an earlier date by operation of Law or in accordance with Clause 31 (*Termination Rights*), terminate:
  - (i) at the end of the Initial Term; or
  - (ii) if the Authority elects to extend the Initial Term by giving the Supplier at least 30 Working Days' notice before the end of the Initial Term, at the end of the Extension Period.

#### **4.2 Condition Precedent**

- (a) Save for Clauses 1 (*Definitions and Interpretation*), 3 (*Warranties*), 4 (*Term*), 19 (*Confidentiality*), 20 (*Transparency and Freedom of Information*), 22 (*Publicity and Branding*), 23 (*Limitations on Liability*), 35 (*Waiver and Cumulative Remedies*), 36 (*Relationship of the Parties*), 38 (*Severance*), 40 (*Entire Agreement*), 41 (*Third Party Rights*), 42 (*Notices*), 43 (*Disputes*) and 45 (*Governing Law and Jurisdiction*), this Contract is conditional upon the valid execution of the SaaS Vendor Contract (the “**Condition Precedent**”).
- (b) The Authority shall procure the satisfaction of, the Condition Precedent as soon as possible. In the event that the Condition Precedent is not satisfied within 20 Working Days after the date of this Contract then:
  - (i) this Contract shall automatically cease and shall not come into effect; and
  - (ii) neither Party shall have any obligation to pay any compensation to the other Party as a result of such cessation.

## **5 SERVICES**

### **Standard of Services**

5.1 The Supplier shall provide:

- (a) the Implementation Services from (and including) the Implementation Services Commencement Date; and
- (b) the Operational Services in each case from (and including) the relevant Operational Service Commencement Date.

5.2 The Supplier shall ensure that:

- (a) the Services:
  - (i) comply in all respects with the Services Description; and
  - (ii) are supplied in accordance with the Supplier Solution and the provisions of this Contract; and
- (b) where:
  - (i) the Operational Services to be provided from any Operational Service Commencement Date are similar to services that the Authority was receiving immediately prior to that Operational Service Commencement Date (such similar services being **"Preceding Services"**); and
  - (ii) the standard and level of service received by the Authority in respect of any of the Preceding Services in the 12 month period immediately prior to that Operational Service Commencement Date have been disclosed to the Supplier in the Due Diligence Information (such preceding services being **"Relevant Preceding Services"**),

the Operational Services to be provided from the relevant Operational Service Commencement Date that are similar to the Relevant Preceding Services are in each case provided to a standard and level of service which is at least as good as the standard and level of service received by the Authority in respect of the Relevant Preceding Services in the 12 month period immediately prior to the relevant Operational Service Commencement Date.

5.3 The Supplier shall:

- (a) perform its obligations under this Contract, including in relation to the supply of the Services and any Goods in accordance with:
  - (i) all applicable Law;
  - (ii) Good Industry Practice;



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- (iii) the Standards;
  - (iv) the Baseline Security Requirements;
  - (v) the Quality Plans;
  - (vi) the Authority IT Strategy; and
  - (vii) the Supplier's own established procedures and practices to the extent the same do not conflict with the requirements of Clauses 5.3(a)(i) to 5.3(a)(vi); and
- (b) deliver the Services using efficient business processes and ways of working having regard to the Authority's obligation to ensure value for money.

5.4 In the event that the Supplier becomes aware of any inconsistency between the requirements of Clauses 5.3(a)(i) to 5.3(a)(vi), the Supplier shall immediately notify the Authority Representative in writing of such inconsistency and the Authority Representative shall, as soon as practicable, notify the Supplier which requirement the Supplier shall comply with.

### Supplier covenants

5.5 The Supplier shall:

- (a) at all times allocate sufficient resources with the appropriate technical expertise to supply the Deliverables and to provide the Services in accordance with this Contract;
- (b) save to the extent that obtaining and maintaining the same are Authority Responsibilities and subject to Clause 13 (*Change*), obtain, and maintain throughout the duration of this 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;
- (c) not incorporate, embed, link to, combine or include any Artificial Intelligence Technology in a Deliverable or in the Services (such that the Authority is deploying such Artificial Intelligence Technology when using the Services) without first obtaining the prior written consent of the Authority which may be agreed within this Contract in Schedule 2 (or 8). The Supplier agrees that where such deployment is made and agreed it shall work with the Authority's policies and procedures relating to AI deployment and any applicable ethical screening;
- (d) ensure that:
  - (i) it shall continue to have all necessary rights in and to the Licensed Software, the Third Party IPRs, the Supplier Background IPRs and any other materials made available by

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the Supplier (and/or any Sub-contractor) to the Authority which are necessary for the performance of the Supplier's obligations under this Contract and/or the receipt of the Services by the Authority;

- (ii) the release of any new Software or upgrade to any Software complies with the interface requirements in the Services Description and (except in relation to new Software or upgrades which are released to address Malicious Software or to comply with the requirements of Schedule 5 (*Security Management*)) shall notify the Authority 3 months before the release of any new Software or Upgrade;
- (iii) all Software including Upgrades, Updates and New Releases used by or on behalf of the Supplier are currently supported versions of that Software and perform in all material respects in accordance with the relevant specification;
- (iv) any products or services recommended or otherwise specified by the Supplier for use by the Authority in conjunction with the Deliverables and/or the Services shall enable the Deliverables and/or Services to meet the Authority Requirements; and
- (v) the Supplier System and Assets used in the performance of the Services will be free of all encumbrances (except as agreed in writing with the Authority);
- (e) minimise any disruption to the Services, the IT Environment and/or the Authority's operations when carrying out its obligations under this Contract;
- (f) ensure that any Documentation and training provided by the Supplier to the Authority are comprehensive, accurate and prepared in accordance with Good Industry Practice;
- (g) co-operate with any Other Supplier notified to the Supplier by the Authority from time to time by providing:
  - (i) reasonable information (including any Documentation);
  - (ii) advice; and
  - (iii) reasonable assistance,

in connection with the Services to any such Other Supplier to enable such Other Supplier to create and maintain technical or organisational interfaces with the Services 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 Authority and/or to

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any Replacement Supplier in accordance with the following collaborative working principles:

- (A) proactively leading on, mitigating and contributing to the resolution of problems or issues irrespective of its contractual obligations, acting in accordance with the principle of "fix first, settle later";
  - (B) being open, transparent and responsive in sharing relevant and accurate information with such Other Suppliers;
  - (C) where reasonable, adopting common working practices, terminology, standards and technology and a collaborative approach to service development and resourcing with such Other Suppliers;
  - (D) providing reasonable cooperation, support, information and assistance to such Other Suppliers in a proactive, transparent and open way and in a spirit of trust and mutual confidence; and
  - (E) identifying, implementing and capitalising on opportunities to improve deliverables and deliver better solutions and performance throughout the relationship lifecycle;
- (h) 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;
- (i) 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 5.5(h);
- (j) provide the Authority with such assistance as the Authority may reasonably require during the Term in respect of the supply of the Services;
- (k) 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 this Contract;
- (l) notify the Authority in writing as soon as reasonably possible and in any event within 1 month of any change of Control taking place;

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- (m) notify the Authority in writing within 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 this Contract;
  - (n) ensure that neither it, nor any of its Affiliates, embarrasses the Authority or otherwise brings the Authority into disrepute by engaging in any act or omission in relation to the performance of its obligations under this Contract which is reasonably likely materially to diminish the trust that the public places in the Authority; and
  - (o) manage closure or termination of Services and end of life of Goods to take account of the Authority's disposal requirements, including recycling and scope for re-use, and all applicable Standards.
- 5.6 An obligation on the Supplier to do, or to refrain from doing, any act or thing shall include an obligation upon the Supplier to procure that all Sub-contractors and Supplier Personnel also do, or refrain from doing, such act or thing.
- 5.7 Without prejudice to Clauses 17.2 and 17.3 (*IPRs Indemnity*) and any other rights and remedies of the Authority howsoever arising, the Supplier shall:
- (a) remedy any breach of its obligations in Clauses 5.5(b) to 5.5(e) inclusive within 3 Working Days of becoming aware of the breach or being notified of the breach by the Authority where practicable or within such other time period as may be agreed with the Authority (taking into account the nature of the breach that has occurred);
  - (b) remedy any breach of its obligations in Clause 5.5(a) and Clauses 5.5(f) to 5.5(k) inclusive within 20 Working Days of becoming aware of the breach or being notified of the breach by the Authority; and
  - (c) meet all the costs of, and incidental to, the performance of such remedial work,
- and any failure of the Supplier to comply with its obligations under Clause 5.7(a) or Clause 5.7(b) within the specified or agreed timeframe shall constitute a Notifiable Default.

### Specially Written Software warranty

- 5.8 Without prejudice to Clauses 5.5 (*Supplier Covenants*) and 5.7 (*Services*) and any other rights and remedies of the Authority howsoever arising, the Supplier warrants to the Authority that all components of the Specially Written Software shall:
- (a) be free from material design and programming errors;

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- (b) perform in all material respects in accordance with the relevant specifications contained in the Supplier Solution and Documentation; and
- (c) not infringe any Intellectual Property Rights.

### Continuing obligation to provide the Services

5.9 The Supplier shall continue to perform all of its obligations under this Contract and shall not suspend the supply of the Services, notwithstanding:

- (a) any withholding of the Service Charges by the Authority pursuant to Clause 7.2(d)(ii) (*Performance Failures*);
- (b) the existence of an unresolved Dispute; and/or
- (c) any failure by the Authority to pay any Charges,

unless the Supplier is entitled to terminate this Contract under Clause 31.3(a) (*Termination by the Supplier*) for failure to pay undisputed Charges.

### Optional Services

5.10 The Authority may require the Supplier to provide any or all of the Optional Services at any time by giving notice to the Supplier in writing. The Supplier acknowledges that the Authority is not obliged to take any Optional Services from the Supplier and that nothing shall prevent the Authority from receiving services that are the same as or similar to the Optional Services from any third party.

5.11 If a Change Request is submitted, the Supplier shall, as part of the Impact Assessment provided by the Supplier in relation to such Change Request, provide details of the impact (if any) that the proposed Change will have on the relevant Optional Services.

5.12 Following receipt of the Authority's notice pursuant to Clause 5.10:

- (a) the Parties shall document the inclusion of the relevant Optional Services within the Services in accordance with the Change Control Procedure, modified to reflect the fact that the terms and conditions on which the Supplier shall provide the relevant Optional Services have already been agreed;
- (b) the Supplier shall implement and Test the relevant Optional Services in accordance with the Optional Services Implementation Plan;
- (c) any additional charges for the Optional Services shall be incorporated in the Charges as specified in Paragraph 3 of Part B of Schedule 15 (*Charges and Invoicing*); and

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- (d) the Supplier shall, from the date agreed in the Optional Services Implementation Plan (or, if later, the date of Achievement of any Milestones associated with the commencement of the relevant Optional Services (if any)), provide the relevant Optional Services to meet or exceed the applicable Target Performance Level in respect of all Performance Indicators applicable to the Optional Services as set out in Annex 1 of Schedule 3 (*Performance Levels*).

### Power of attorney

- 5.13 By way of security for the performance of its obligations under Clauses 5.5(h) and 5.5(i) (*Supplier covenants*) the Supplier hereby irrevocably appoints the Authority as its agent and attorney to act with full power and authority in the Supplier's name and on its behalf to do all such acts and execute all such documents as may be necessary or desirable to enforce any such warranties and/or effect any such assignment as are referred to in such Clauses and to delegate one or more of the powers conferred on it by this Clause 5.13 (other than the power to delegate) to officer(s) appointed for that purpose by the Authority and may vary or revoke such delegation at any time.

### Authority Responsibilities

- 5.14 The Authority shall comply with its responsibilities set out in Schedule 7 (*Authority Responsibilities*).

## 6 IMPLEMENTATION

### Quality Plans

- 6.1 The Supplier shall develop, within sixty (60) Working Days of the Effective Date, quality plans that ensure that all aspects of the Services are the subject of quality management systems and are consistent with BS EN ISO 9001 or any equivalent standard which is generally recognised as having replaced it ("**Quality Plans**").
- 6.2 The Supplier shall obtain the Authority Representative's written approval of the Quality Plans before implementing them, which approval shall not be unreasonably withheld or delayed. The Supplier acknowledges and accepts that the Authority's approval shall not act as an endorsement of the Quality Plans and shall not relieve the Supplier of its responsibility for ensuring that the Services are provided to the standard required by this Contract.
- 6.3 Following the approval by the Authority of the Quality Plans:
- (a) the Supplier shall design and deliver all Deliverables in accordance with the Quality Plans; and
  - (b) any Changes to the Quality Plans shall be agreed in accordance with the Change Control Procedure.

## **Implementation Plan and Delays**

- 6.4 The Parties shall comply with the provisions of Schedule 13 (*Implementation Plan*) in relation to the agreement and maintenance of the Detailed Implementation Plan.
- 6.5 The Supplier shall:
- (a) comply with the Implementation Plan; and
  - (b) ensure that each Milestone is Achieved on or before its Milestone Date.
- 6.6 If the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay:
- (a) it shall:
    - (i) notify the Authority in accordance with Clause 25.1 (*Rectification Plan Process*); and
    - (ii) comply with the Rectification Plan Process in order to address the impact of the Delay or anticipated Delay; and
    - (iii) use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay; and
  - (b) if the Delay or anticipated Delay relates to a Key Milestone, the provisions of Clause 26 (*Delay Payments*) shall apply.

## **Testing and Achievement of Milestones**

- 6.7 The Parties shall comply with the provisions of Schedule 14 (*Testing Procedures*) in relation to the procedures to determine whether a Milestone or Test has been Achieved.

## **7 PERFORMANCE INDICATORS**

- 7.1 The Supplier shall:
- (a) provide the Operational Services in such a manner so as to meet or exceed the Target Performance Level for each Performance Indicator from the Milestone Date for each relevant CPP Milestone; and
  - (b) comply with the provisions of Schedule 3 (*Performance Levels*) in relation to the monitoring and reporting on its performance against the Performance Indicators.

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### Performance Failures

7.2 If in any Service Period:

- (a) a KPI Failure occurs, Service Credits shall be deducted from the Service Charges in accordance with Paragraph 3 of Part C of Schedule 15 (*Charges and Invoicing*);
- (b) a Material KPI Failure occurs, the Supplier shall comply with the Rectification Plan Process (in addition to Service Credits accruing in accordance with Clause 7.2(a));
- (c) a PI Failure occurs, the Supplier shall notify the Authority of the action (if any) it will take to rectify the PI Failure and/or to prevent the PI Failure from recurring; and/or
- (d) a Material PI Failure occurs:
  - (i) the Supplier shall comply with the Rectification Plan Process; and
  - (ii) the Authority may withhold a proportionate amount of the Service Charges in accordance with the process set out in Clause 10.11 (*Set Off and Withholding*) until the relevant Material PI Failure is rectified to the reasonable satisfaction of the Authority, at which point the Authority shall pay the amount withheld.

7.3 Service Credits shall be the Authority's exclusive financial remedy for a KPI Failure except where:

- (a) the Supplier has over the previous 12 month period accrued Service Credits in excess of the Service Credit Cap;
- (b) the KPI Failure:
  - (i) breaches the relevant KPI Service Threshold;
  - (ii) has arisen due to the wilful default by the Supplier or any Supplier Personnel; or
  - (iii) results in:
    - (A) the corruption or loss of any Authority Data (in which case the remedies under Clause 18.6 (*Authority Data and Security Requirements*) shall also be available); and/or
    - (B) the Authority being required to make a compensation payment to one or more third parties;
- (c) the Supplier has fraudulently misreported its performance against any Performance Indicator; and/or



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- (d) the Authority is otherwise entitled to or does terminate the relevant Services or this Contract pursuant to Clause 31.1(b) (*Termination by the Authority*).

### Unacceptable KPI Failure

7.4 If in any Service Period an Unacceptable KPI Failure occurs:

- (a) the Authority shall (subject to the Service Credit Cap set out in Clause 23.4(c) (*Financial and other limits*)) be entitled to withhold and retain as compensation for the Unacceptable KPI Failure a sum equal to any Service Charges which would otherwise have been due to the Supplier in respect of that Service Period (such sum being “**Compensation for Unacceptable KPI Failure**”); and
- (b) if the Authority withholds and retains such Compensation for Unacceptable KPI Failure, any Service Points and Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue,

provided that the operation of this Clause 7.4 shall be without prejudice to any right which the Authority may have to terminate this Contract and/or to claim damages from the Supplier as a result of such Unacceptable KPI Failure.

7.5 The Supplier:

- (a) agrees that the application of Clause 7.4 is commercially justifiable where an Unacceptable KPI Failure occurs; and
- (b) acknowledges that it has taken legal advice on the application of Clause 7.4 and has had the opportunity to price for that risk when calculating the Service Charges.

### Critical Performance Failure

7.6 If a Critical Performance Failure occurs, the Authority may exercise its rights to terminate this Contract in whole or in part pursuant to Clause 31.1 or 31.2 (*Termination by the Authority*).

### Changes to Performance Indicators and Service Credits

7.7 Not more than once in each Contract Year the Authority may, on giving the Supplier at least 3 months’ notice:

- (a) change the weighting that applies in respect of one or more specific Key Performance Indicators; and/or
- (b) convert one or more:
  - (i) Key Performance Indicators into a Subsidiary Performance Indicator; and/or

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- (ii) Subsidiary Performance Indicators into a Key Performance Indicator (in which event the Authority shall also set out in the notice details of what will constitute a Minor KPI Failure, a Serious KPI Failure and a Severe KPI Failure for the new Key Performance Indicator).

7.8 The Supplier shall not be entitled to object to any changes made by the Authority under Clause 7.7, or increase the Service Charges as a result of such changes provided that:

- (a) the total number of Key Performance Indicators does not exceed 20;
- (b) the principal purpose of the change is to reflect changes in the Authority's business requirements and/or priorities or to reflect changing industry standards; and
- (c) there is no change to the Service Credit Cap.

## **8 SERVICES IMPROVEMENT**

8.1 The Supplier shall have an ongoing obligation throughout the Term to identify new or potential improvements to the Services in accordance with this Clause 8. As part of this obligation the Supplier shall identify and report to the Programme Board once every 12 months on:

- (a) the emergence of new and evolving relevant technologies which could improve the IT Environment and/or the Services, and those technological advances potentially available to the Supplier and the Authority which the Parties may wish to adopt;
- (b) 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;
- (c) new or potential improvements to the interfaces or integration of the Services with other services provided by third parties or the Authority which might result in efficiency or productivity gains or reduction of operational risk;
- (d) 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; and/or
- (e) changes to the IT Environment, business processes and ways of working that would enable reductions in the total energy consumed in the delivery of Services.

8.2 The Supplier shall ensure that the information that it provides to the Authority shall be sufficient for the Authority to decide whether any improvement should

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be implemented. The Supplier shall provide any further information that the Authority requests.

- 8.3 If the Authority wishes to incorporate any improvement identified by the Supplier the Authority shall send the Supplier a Change Request in accordance with the Change Control Procedure.
- 8.4 The Authority shall be entitled to take all reasonable steps to investigate any complaint it receives regarding:
- 8.4.1 the standard of Services;
  - 8.4.2 the manner in which any Services have been supplied;
  - 8.4.3 the manner in which work has been performed;
  - 8.4.4 the materials or procedures the Supplier uses; or
  - 8.4.5 any other matter connected with the performance of the Supplier's obligations under the Contract/
- 8.5 Without prejudice to its other rights and remedies under the Contract or otherwise, the Authority may, in its sole discretion, uphold a complaint and take further action in accordance with Clause 25 of the Contract (as appropriate).

## **9 EQUIPMENT AND MAINTENANCE**

### **Supplier Equipment**

- 9.1 The Supplier shall be solely responsible for the cost of carriage of Supplier Equipment to the Sites and to the Authority Premises, including its off-loading, removal of all packaging and all other associated costs. Likewise on termination or expiry of this Contract the Supplier shall be responsible for the removal and safe disposal of all relevant Supplier Equipment from the Sites and the Authority Premises, including the cost of packing, carriage and making good the Sites and/or the Authority Premises following removal, and taking account of any sustainability requirements, including safe removal of data and recycling requirements.
- 9.2 All the Supplier's property, including Supplier Equipment, shall remain at the sole risk and responsibility of the Supplier, except that the Authority shall be liable for loss of or damage to any of the Supplier's property located on Authority Premises which is due to the negligent act or omission of the Authority.
- 9.3 Subject to any express provision of the Service Continuity Plan to the contrary, the loss or destruction for any reason of any Supplier Equipment shall not relieve the Supplier of its obligation to supply the Services in accordance with this Contract, including the Target Performance Levels.

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### Maintenance

- 9.4 The Supplier shall create and maintain a rolling schedule of planned maintenance to the IT Environment (the “**Maintenance Schedule**”) which shall be agreed with the Authority. Once the Maintenance Schedule has been agreed with the Authority Representative, the Supplier shall only undertake such planned maintenance (which shall be known as “**Permitted Maintenance**”) in accordance with the Maintenance Schedule.
- 9.5 The Supplier shall give as much notice as is reasonably practicable to the Authority Representative prior to carrying out any Emergency Maintenance.
- 9.6 The Supplier shall carry out any necessary maintenance (whether Permitted Maintenance or Emergency Maintenance) where it reasonably suspects that the IT Environment or the Services or any part thereof has or may have developed a fault. Any such maintenance shall be carried out in such a manner and at such times so as to avoid (or where this is not possible so as to minimise) disruption to the IT Environment and the Services.

### Supply of Goods

- 9.7 Where, as part of the Services, the Supplier is to sell tangible goods or equipment (“**Goods**”) to the Authority:
- (a) the relevant Goods and their prices shall be as set out in Schedule 15 (Charges and Invoicing) as further supplemented by Schedule 8 (*Supplier Solution*);
  - (b) the Supplier shall supply and, where relevant, install the Goods in accordance with the relevant specification;
  - (c) the Supplier shall ensure that the Goods are free from material defects in design, materials and workmanship and remain so for 12 months after delivery;
  - (d) if following inspection or testing the Authority considers that the Goods do not conform with the relevant specification, the Authority shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance; and
  - (e) without prejudice to any other rights or remedies of the Authority:
    - (i) risk in the Goods shall pass to the Authority at the time of delivery; and
    - (ii) ownership of the Goods shall pass to the Authority at the time of payment.

## **SECTION C – PAYMENT, TAXATION AND VALUE FOR MONEY PROVISIONS**

### **10 FINANCIAL AND TAXATION MATTERS**

#### **Charges and Invoicing**

- 10.1 In consideration of the Supplier carrying out its obligations under this Contract, including the provision of the Services, the Authority shall pay the Charges to the Supplier in accordance with the pricing and payment profile and the invoicing procedure specified in Schedule 15 (*Charges and Invoicing*).
- 10.2 Except as otherwise provided, each Party shall each bear its own costs and expenses incurred in respect of compliance with its obligations under Clauses 6.7 (*Testing and Achievement of Milestones*), 12 (*Records, Reports, and Audits*), 20 (*Transparency and Freedom of Information*), 21 (*Protection of Personal Data*) and, to the extent specified therein, Clause 27 (*Remedial Adviser*) and Clause 28 (*Step-In Rights*).
- 10.3 If the Authority fails to pay any undisputed Charges properly invoiced under this Contract, the Supplier shall have the right to charge interest on the overdue amount at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.

#### **VAT**

- 10.4 The Charges are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Authority following delivery of a valid VAT invoice.
- 10.5 The Supplier shall indemnify the Authority on a continuing basis against any liability, including any interest, penalties or costs incurred, that is levied, demanded or assessed on the Authority at any time in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under this Contract. Any amounts due under this Clause 10.5 shall be paid in cleared funds by the Supplier to the Authority not less than five Working Days before the date upon which the tax or other liability is payable by the Authority.
- 10.6 Without prejudice to Clause 10.4, for the avoidance of doubt, it shall at all times remain the sole responsibility of the Supplier to:
- a) assess the VAT rate(s) and tax liability arising out of or in connection with the Contract; and
  - b) account for or pay any VAT (and any other tax liability) relating to payments made to the Supplier under the Contract to HM Revenue & Customs ("HMRC").

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- 10.7 The Authority shall not be liable to the Supplier in any way whatsoever for any error or failure made by the Supplier (or the Authority) in relation to VAT, including without limit:
- a) where the Supplier is subject to a VAT ruling(s) by HMRC (or such other relevant authority) in connection with the Contract;
  - b) where the Supplier has assumed that it can recover Input VAT and (for whatever reason) this assumption is subsequently held by HMRC (or such other relevant authority) to be incorrect or invalid;
  - c) where the Supplier's treatment of VAT in respect of any claim for payment made under the Contract is subsequently held by HMRC (or such other relevant authority) for whatever reason to be incorrect or invalid; and/or
  - d) where the Supplier has specified a rate of VAT, or a VAT classification, to the Authority (including, but not limited to, Out of Scope, Exempt, 0%, Standard Rate and Reduced Rate) but the Supplier subsequently regards such a rate, or such a classification, as being a mistake on its part. Further, in the scenario described in this Clause 10.6(b), the Supplier shall be obliged to repay any overpayment by the Authority on demand.
- 10.8 Where the Supplier does not include VAT on an invoice, the Authority will not be liable to pay any VAT for that invoice either when it falls due, or at any later date.
- 10.9 The Supplier acknowledges that the Authority has advised the Supplier that the Supplier should seek its own specialist VAT advice in relation to the Contract and, in the event of any uncertainty following specialist advice, the Supplier should seek clarification of the Contract's VAT status with HMRC.

### Set-off and Withholding

- 10.10 The Authority may set off any amount owed by the Supplier to the Crown or any part of the Crown (including the Authority) against any amount due to the Supplier under this Contract or under any other agreement between the Supplier and the Authority.
- 10.11 If the Authority wishes to:
- (a) set off any amount owed by the Supplier to the Crown or any part of the Crown (including the Authority) against any amount due to the Supplier pursuant to Clause 10.10; or
  - (b) exercise its right pursuant to Clause 7.2(d)(ii) (*Performance Failures*) to withhold payment of a proportion of the Service Charges,

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it shall give notice to the Supplier within thirty (30) days of receipt of the relevant invoice, setting out the Authority's reasons for withholding or retaining the relevant Charges.

### **Benchmarking**

10.12 The Parties shall comply with the provisions of Schedule 17 (*Benchmarking*) in relation to the benchmarking of any or all of the Services.

### **Financial Distress**

10.13 The Parties shall comply with the provisions of Schedule 18 (*Financial Distress*) in relation to the assessment of the financial standing of the Supplier and other specified entities and the consequences of a change to that financial standing.

### **Promoting Tax Compliance**

10.14 If, at any point during the Term, an Occasion of Tax Non-Compliance occurs, the Supplier shall:

- (a) notify the Authority in writing of such fact within 5 Working Days of its occurrence; and
- (b) promptly provide to the Authority:
  - (i) 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
  - (ii) such other information in relation to the Occasion of Tax Non-Compliance as the Authority may reasonably require.

## **SECTION D – CONTRACT GOVERNANCE**

### **11 GOVERNANCE**

- 11.1 The Parties shall comply with the provisions of Schedule 21 (*Governance*) in relation to the management and governance of this Contract.

#### **Representatives**

- 11.2 Each Party shall have a representative for the duration of this Contract who shall have the authority to act on behalf of their respective Party on the matters set out in, or in connection with, this Contract.
- 11.3 The initial Supplier Representative shall be the person named as such in Schedule 29 (*Key Personnel*). Any change to the Supplier Representative shall be agreed in accordance with Clause 14 (*Supplier Personnel*).
- 11.4 The Authority shall notify the Supplier of the identity of the initial Authority Representative within 5 Working Days of the Effective Date. The Authority may, by written notice to the Supplier, revoke or amend the authority of the Authority Representative or appoint a new Authority Representative.

### **12 RECORDS, REPORTS & AUDITS**

- 12.1 The Supplier shall comply with the provisions of Schedule 24 (*Reports and Records Provisions*) in relation to the maintenance and retention of Records.
- 12.2 The Parties shall comply with the provisions of:
- (a) Part B of Schedule 19 (*Financial Reports and Audit Rights*) in relation to the provision of the Financial Reports; and
  - (b) Part C of Schedule 19 (*Financial Reports and Audit Rights*) in relation to the exercise of the Audit Rights by the Authority or any Audit Agents.

### **13 CHANGE**

#### **Change Control Procedure**

- 13.1 Any requirement for a Change shall be subject to the Change Control Procedure.

#### **Change in Law**

- 13.2 The Supplier shall neither be relieved of its obligations to supply the Services in accordance with the terms and conditions of this Contract nor be entitled to an increase in the Charges as the result of:
- (a) a General Change in Law; or



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- (b) a Specific Change in Law where the effect of that Specific Change in Law on the Services is reasonably foreseeable at the Effective Date.
- 13.3 If a Specific Change in Law occurs or will occur during the Term (other than as referred to in Clause 13.2(b)), the Supplier shall:
  - (a) notify the Authority as soon as reasonably practicable of the likely effects of that change, including:
    - (i) whether any Change is required to the Services, the Charges or this Contract; and
    - (ii) whether any relief from compliance with the Supplier's obligations is required, including any obligation to Achieve a Milestone and/or to meet the Target Performance Levels; and
  - (b) provide the Authority with evidence:
    - (i) that the Supplier has used reasonable endeavours to minimise any increase in costs or maximised any reduction in costs, including in respect of the costs of its Sub-contractors;
    - (ii) as to how the Specific Change in Law has affected the cost of providing the Services; and
    - (iii) demonstrating that any expenditure that has been avoided, for example which would have been required under the provisions of Clause 8 (*Services Improvement*), has been taken into account in amending the Charges.
- 13.4 Any variation in the Charges or relief from the Supplier's obligations resulting from a Specific Change in Law (other than as referred to in Clause 13.2(b)) shall be implemented in accordance with the Change Control Procedure.
- 13.5 The Parties acknowledge and agree that no Contract Change or Operational Change may be made to this Contract which has the effect of:
  - 13.5.1 rendering this Contract materially different in character from the original terms of this Contract as at the original signature date of this Contract;
  - 13.5.2 changing the economic balance of this Contract in favour of either Supplier in a manner which is not provided for in this Contract as at the signature date of this Contract; and/or
  - 13.5.3 extending the scope of this Contract substantially.
- 13.6 The Parties agree that where any change in guidance and/or best practice set out by the Information Commissioner's Office is likely to affect the Services the Parties shall discuss the same and agree whether or not any Change is required and in this case:

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- 13.6.1 where such Change alters the roles of the Parties in respect of their Controller and Processor relationship shall not require a Change and the Parties shall abide by the terms as set out in Clause 21 (Protection of Personal Data) in respect of their new roles; and
- 13.6.2 in all other cases where this is in the nature of a General Change in Law then the Supplier shall implement the necessary changes and where this is in the nature of a Specific Change in Law the process above in Clause 13.3 shall be followed.

## **SECTION E – SUPPLIER PERSONNEL AND SUPPLY CHAIN**

### **14 SUPPLIER PERSONNEL**

#### **14.1 The Supplier shall:**

- (a) Provide in advance of any admission to Authority Premises a list of the names of all Supplier Personnel requiring such admission, specifying the capacity in which they require admission and giving such other particulars as the Authority may reasonably require;
- (b) ensure that all Supplier Personnel:
  - (i) are appropriately qualified, trained and experienced to provide the Services with all reasonable skill, care and diligence;
  - (ii) are vetted in accordance with Good Industry Practice and, where applicable, the security requirements set out in Schedule 2 (*Services Description*) and Schedule 5 (*Security Management*); and
  - (iii) comply with all reasonable requirements of the Authority concerning conduct at the Authority Premises, including the security requirements as set out in Schedule 5 (*Security Management*);
- (c) subject to Schedule 28 (*Staff Transfer*), retain overall control of the Supplier Personnel at all times so that the Supplier Personnel shall not be deemed to be employees, agents or contractors of the Authority;
- (d) be liable at all times for all acts or omissions of Supplier Personnel, so that any act or omission of a member of any Supplier Personnel which results in a Default under this Contract shall be a Default by the Supplier;
- (e) use all reasonable endeavours to minimise the number of changes in Supplier Personnel;
- (f) replace (temporarily or permanently, as appropriate) any Supplier Personnel as soon as practicable if any Supplier Personnel have been removed or are unavailable for any reason whatsoever;
- (g) bear the programme familiarisation and other costs associated with any replacement of any Supplier Personnel; and
- (h) procure that the Supplier Personnel shall vacate the Authority Premises immediately upon the termination or expiry of this Contract.

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- (i) comply with Staff Vetting Procedures in respect of all persons employed or engaged in the provision of the Services. The Supplier confirms that all persons employed or engaged by the Supplier shall have complied with the Staff Vetting Procedures prior to commencing the Services and accessing the Premises.
  - (j) provide training on a continuing basis for all Supplier Personnel employed or engaged in the provision of the Services in compliance with the Security Policies and Standards.
  - (k) use all reasonable endeavours to ensure that the Supplier's Supplier Personnel who are not UK nationals are legally entitled to reside in the United Kingdom and have a work permit, where applicable. The Supplier shall promptly take all reasonable steps to ensure compliance with this Clause.
- 14.2 If the Authority reasonably believes that any of the Supplier Personnel are unsuitable to undertake work in respect of this Contract, it may:
- (a) refuse admission to the relevant person(s) to the Authority Premises; and/or
  - (b) direct the Supplier to end the involvement in the provision of the Services of the relevant person(s).

### Key Personnel

- 14.3 The Supplier shall ensure that the Key Personnel fulfil the Key Roles at all times during the Term. Schedule 29 (*Key Personnel*) lists the Key Roles and names of the persons who the Supplier shall appoint to fill those Key Roles at the Effective Date.
- 14.4 The Authority may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Personnel.
- 14.5 The Supplier shall not remove or replace any Key Personnel (including when carrying out Exit Management) unless:
- (a) requested to do so by the Authority;
  - (b) the person concerned resigns, retires or dies or is on maternity leave, paternity leave or shared parental leave or long-term sick leave;
  - (c) the person's employment or contractual arrangement with the Supplier or a Sub-contractor is terminated for material breach of contract by the employee; or
  - (d) the Supplier obtains the Authority's prior written consent (such consent not to be unreasonably withheld or delayed).

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### **14.6 The Supplier shall:**

- (a) notify the Authority promptly of the absence of any Key Personnel (other than for short-term sickness or holidays of 2 weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
- (b) ensure that any Key Role is not vacant for any longer than 10 Working Days;
- (c) 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 60 Working Days' notice;
- (d) 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
- (e) ensure that any replacement for a Key Role:
  - (i) has a level of qualifications and experience appropriate to the relevant Key Role; and
  - (ii) is fully competent to carry out the tasks assigned to the Key Personnel whom he or she has replaced.

## **Employment Indemnity**

### **14.7 The Parties agree that:**

- (a) the Supplier shall both during and after the Term indemnify the Authority against all Employee Liabilities that may arise as a result of any claims brought against the Authority by any person where such claim arises from any act or omission of the Supplier or any Supplier Personnel; and
- (b) the Authority shall both during and after the Term indemnify the Supplier against all Employee Liabilities that may arise as a result of any claims brought against the Supplier by any person where such claim arises from any act or omission of the Authority or any of the Authority's employees, agents, consultants and contractors.

## **Income Tax and National Insurance Contributions**

### **14.8 Where the Supplier or any Supplier Personnel are liable to be taxed in the UK or to pay national insurance contributions in respect of consideration received under this Contract, the Supplier shall:**

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- (a) at all times comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, and the Social Security Contributions and Benefits Act 1992 and all other statutes and regulations relating to national insurance contributions, in respect of that consideration; and
- (b) indemnify the Authority against 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 provision of the Services by the Supplier or any Supplier Personnel.

### Staff Transfer

14.9 The Parties agree that:

- (a) where the commencement of the provision of the Services or any part of the Services results in one or more Relevant Transfers, Schedule 28 (*Staff Transfer*) shall apply as follows:
  - (i) where the Relevant Transfer involves the transfer of Transferring Authority Employees, Part A and Part D of Schedule 28 (*Staff Transfer*) shall apply;
  - (ii) where the Relevant Transfer involves the transfer of Transferring Former Supplier Employees, Part B and Part D of Schedule 28 (*Staff Transfer*) shall apply;
  - (iii) where the Relevant Transfer involves the transfer of Transferring Authority Employees and Transferring Former Supplier Employees, Parts A, B and D of Schedule 28 (*Staff Transfer*) shall apply; and
  - (iv) Part C of Schedule 28 (*Staff Transfer*) shall not apply;
- (b) where commencement of the provision of the Services or a part of the Services does not result in a Relevant Transfer, Part C of Schedule 28 (*Staff Transfer*) shall apply, Part D of Schedule 28 may apply and Parts A and B of Schedule 28 (*Staff Transfer*) shall not apply; and
- (c) Part E of Schedule 28 (*Staff Transfer*) shall apply on the expiry or termination of the Services or any part of the Services.

## 15 SUPPLY CHAIN RIGHTS AND PROTECTIONS

### Advertising Sub-contract Opportunities

15.1 The Supplier shall:

- (a) subject to Clauses 15.3 and 15.4, advertise on Contracts Finder all Sub-contract opportunities arising from or in connection with the

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- provision of the Goods and/or Services and/or Works above a minimum threshold of £25,000 that arise during the Term;
  - (b) within ninety (90) days of awarding a Sub-contract to a Sub-contractor, update the notice on Contracts Finder with details of the successful Sub-contractor;
  - (c) monitor the number, type and value of the Sub-contract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the Term;
  - (d) provide reports on the information at Clause 15.1(c) to the Authority in the format and frequency as reasonably specified by the Authority; and
  - (e) promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.
- 15.2 Each advert referred to in Clause 15.1 above shall provide a full and detailed description of the Sub-contract opportunity with each of the mandatory fields being completed on Contracts Finder by the Supplier.
- 15.3 The obligation at Clause 15.1 shall only apply in respect of Sub-contract opportunities arising after the Effective Date.
- 15.4 Notwithstanding Clause 15.1 the Authority may, by giving its prior written approval, agree that a Sub-contract opportunity is not required to be advertised on Contracts Finder.

### **Appointment of Sub-contractors**

- 15.5 The Supplier shall exercise due skill and care in the selection and appointment of any Sub-contractors to ensure that the Supplier is able to:
- (a) manage any Sub-contractors in accordance with Good Industry Practice;
  - (b) comply with its obligations under this Contract in the delivery of the Services; and
  - (c) assign, novate or otherwise transfer to the Authority or any Replacement Supplier any of its rights and/or obligations under each Sub-contract that relates exclusively to this Contract.
- 15.6 Prior to sub-contracting any of its obligations under this Contract, the Supplier shall notify the Authority in writing of:
- (a) the proposed Sub-contractor's name, registered office and company registration number;
  - (b) the scope of any Services to be provided by the proposed Sub-contractor; and

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- (c) where the proposed Sub-contractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the Authority that the proposed Sub-contract has been agreed on “arm’s-length” terms.
- 15.7 If requested by the Authority within 10 Working Days of receipt of the Supplier’s notice issued pursuant to Clause 15.6, the Supplier shall also provide:
  - (a) a copy of the proposed Sub-contract; and
  - (b) any further information reasonably requested by the Authority.
- 15.8 The Authority may, within 10 Working Days of receipt of the Supplier’s notice issued pursuant to Clause 15.6 (or, if later, receipt of any further information requested pursuant to Clause 15.7), object to the appointment of the relevant Sub-contractor if it considers that:
  - (a) the appointment of a proposed Sub-contractor may prejudice the provision of the Services and/or may be contrary to the interests of the Authority;
  - (b) the proposed Sub-contractor is unreliable and/or has not provided reasonable services to its other customers;
  - (c) the proposed Sub-contractor employs unfit persons; and/or
  - (d) the proposed Sub-contractor should be excluded in accordance with Clause 15.23 (*Termination of sub-contracts*);

in which case, the Supplier shall not proceed with the proposed appointment.
- 15.9 If:
  - (a) the Authority has not notified the Supplier that it objects to the proposed Sub-contractor’s appointment by the later of 10 Working Days of receipt of:
    - (i) the Supplier’s notice issued pursuant to Clause 15.6; and
    - (ii) any further information requested by the Authority pursuant to Clause 15.7; and
  - (b) the proposed Sub-contract is not a Key Sub-contract (which shall require the written consent of the Authority in accordance with Clause 15.10 (*Appointment of Key Sub-contractors*),

the Supplier may proceed with the proposed appointment and, where the Sub-contract is entered into exclusively for the purpose of delivery of the Services, may notify the Authority that the relevant Sub-contract shall



constitute a Third Party Contract for the purposes of Schedule 11 (*Third Party Contracts*).

### **Appointment of Key Sub-contractors**

15.10 Where the Supplier wishes to enter into a Key Sub-contract or replace a Key Sub-contractor, it must obtain the prior written consent of the Authority, such consent not to be unreasonably withheld or delayed. For these purposes, the Authority may withhold its consent to the appointment of a Key Sub-contractor if it reasonably considers that:

- (a) the appointment of a proposed Key Sub-contractor may prejudice the provision of the Services or may be contrary to the interests of the Authority;
- (b) the proposed Key Sub-contractor is unreliable and/or has not provided reasonable services to its other customers; and/or
- (c) the proposed Key Sub-contractor employs unfit persons; and/or
- (d) the proposed Key Sub-contractor should be excluded in accordance with Clause 15.23 (*Termination of sub-contracts*).

15.11 The Authority consents to the appointment of the Key Sub-contractors listed in Schedule 10 (*Notified Key Sub-contractors*).

15.12 Except where the Authority has given its prior written consent (not to be unreasonably withheld or delayed), the Supplier shall ensure that each Key Sub-contract shall include:

- (a) provisions which will enable the Supplier to discharge its obligations under this Contract;
- (b) a right under CRTPA for the Authority to enforce any provisions under the Key Sub-contract which are capable of conferring a benefit upon the Authority;
- (c) a provision enabling the Authority to enforce the Key Sub-contract as if it were the Supplier;
- (d) a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-contract to the Authority or any Replacement Supplier without restriction (including any need to obtain any consent or approval) or payment by the Authority;
- (e) obligations no less onerous on the Key Sub-contractor than those imposed on the Supplier under this Contract in respect of:
  - (i) data protection requirements set out in Clauses 18 (*Authority Data and Security Requirements*) and 21 (*Protection of Personal Data*);

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- (ii) FOIA requirements set out in Clause 20 (*Transparency and Freedom of Information*);
  - (iii) the obligation not to embarrass the Authority or otherwise bring the Authority into disrepute set out in Clause 5.5(n) (*Services*);
  - (iv) the keeping of records in respect of the services being provided under the Key Sub-contract; and
  - (v) the conduct of Audits set out in Part C of Schedule 19 (*Financial Reports and Audit Rights*);
- (f) provisions enabling the Supplier to terminate the Key Sub-contract on notice on terms no more onerous on the Supplier than those imposed on the Authority under Clauses 31.1(a) (*Termination by the Authority*) and 32.4 (*Payments by the Authority*) and Schedule 16 (*Payments on Termination*) of this Contract;
- (g) a provision restricting the ability of the Key Sub-contractor to sub-contract all or any part of the services provided to the Supplier under the Key Sub-contract without first seeking the written consent of the Authority;
- (h) a provision enabling the Supplier or the Authority to appoint a Remedial Adviser on substantially the same terms as are set out in Clause 27 (*Remedial Adviser*);
- (i) a provision enabling the Supplier, the Authority or any other person on behalf of the Authority to step-in on substantially the same terms as are set out in Clause 28 (*Step-in Rights*);
- (j) a provision requiring the Key Sub-contractor to participate in, and if required by the Authority in the relevant Multi-Party Procedure Initiation Notice to procure the participation of all or any of its Sub-contractors in, the Multi-Party Dispute Resolution Procedure; and
- (k) a provision requiring the Key Sub-contractor to:
  - (i) promptly notify the Supplier and the Authority in writing of any of the following of which it is, or ought to be, aware:
    - (A) the occurrence of a Financial Distress Event in relation to the Key Sub-contractor; or
    - (B) any fact, circumstance or matter of which it is aware which could cause the occurrence of a Financial Distress Event in relation to the Key Sub-contractor,and in any event, provide such notification within 10 Working Days of the date on which the Key Sub-contractor first becomes aware of such); and

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- (ii) co-operate with the Supplier and the Authority in order to give full effect to the provisions of Schedule 18 (*Financial Distress*), including meeting with the Supplier and the Authority to discuss and review the effect of the Financial Distress Event on the continued performance and delivery of the Services, and contributing to and complying with the Financial Distress Remediation Plan, and providing the information specified at Paragraph 4.3(b)(ii) of Schedule 18 (*Financial Distress*).

15.13 The Supplier shall not terminate or materially amend the terms of any Key Sub-contract without the Authority's prior written consent, which shall not be unreasonably withheld or delayed.

15.14 Supply chain protection The Supplier shall ensure, except where the Authority gives its prior written consent (not to be unreasonably withheld or delayed), that all Sub-contracts (which in this Sub-Clause means any contract in the Supplier's supply chain entered into after the Effective Date made wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract) contain provisions:

- (a) giving the Supplier a right to terminate the Sub-contract if the Sub-contractor fails to comply in the performance of the Sub-contract with legal obligations in the fields of environmental, social or labour Law;
- (b) requiring the Supplier or other party receiving goods or services under the contract to consider and verify invoices under that contract in a timely fashion;
- (c) that if the Supplier or other party fails to consider and verify an invoice in accordance with Clause 15.14(b), the invoice shall be regarded as valid and undisputed for the purpose of Clause 15.14(d) after a reasonable time has passed;
- (d) requiring the Supplier or other party to pay any undisputed sums which are due from it to the Sub-contractor within a specified period not exceeding thirty (30) days of verifying that the invoice is valid and undisputed;
- (e) giving the Authority a right to publish the Supplier's compliance with its obligation to pay undisputed invoices within the specified payment period; and
- (f) requiring the Sub-contractor to include a clause to the same effect as this Clause 15.14 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.

15.15 The Supplier shall take reasonable endeavours to ensure that all Sub-contracts (which in this Sub-Clause means any contract in the Supplier's

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supply chain entered into before the Effective Date made wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract) contain provisions:

- (a) giving the Supplier a right to terminate the Sub-contract if the Sub-contractor fails to comply in the performance of the Sub-contract with legal obligations in the fields of environmental, social or labour Law;
- (b) requiring the Supplier or other party receiving goods or services under the contract to consider and verify invoices under that contract in a timely fashion;
- (c) that if the Supplier or other party fails to consider and verify an invoice in accordance with Clause 15.15(b), the invoice shall be regarded as valid and undisputed for the purpose of Clause 15.15(d) after a reasonable time has passed;
- (d) requiring the Supplier or other party to pay any undisputed sums which are due from it to the Sub-contractor within a specified period not exceeding thirty (30) days of verifying that the invoice is valid and undisputed;
- (e) giving the Authority a right to publish the Supplier's compliance with its obligation to pay undisputed invoices within the specified payment period; and
- (f) requiring the Sub-contractor to include a clause to the same effect as this Clause 15.15 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.

15.16 The Supplier shall:

- (a) pay any undisputed sums which are due from it to a Sub-contractor within thirty (30) days of verifying that the invoice is valid and undisputed;
- (b) include within the Balanced Scorecard Report produced by it pursuant to Schedule 3 (*Performance Levels*) a summary of its compliance with Clause 15.16(a), such data to be certified each Quarter by a director of the Supplier as being accurate and not misleading.

15.17 Without prejudice to Clause 15.16(a), the Supplier shall:

- (a) pay any sums which are due from it to any Sub-contractor or Unconnected Sub-contractor pursuant to any invoice (or other notice of an amount for payment) on the earlier of:

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- (i) the date set out for payment in the relevant Sub-contract or Unconnected Sub-contract; or
    - (ii) the date that falls sixty (60) days after the day on which the Supplier receives an invoice (or otherwise has notice of an amount for payment); and
  - (b) include within the Balanced Scorecard Report produced by it pursuant to Schedule 3 (Performance Levels) a summary of its compliance with Clause 15.17(a), such data to be certified every six months by a director of the Supplier as being accurate and not misleading.
- 15.18 If any Balanced Scorecard Report shows that in either of the last two six month periods the Supplier failed to pay 95% or above of all Sub-contractor or Unconnected Sub-contractor invoices (or other notice of an amount for payment) within sixty (60) days of receipt, the Supplier shall upload to the Virtual Library within 15 Working Days of submission of the latest Balanced Scorecard Report an action plan (the “**Action Plan**”) for improvement. The Action Plan shall include, but not be limited to, the following:
- (a) identification of the primary causes of failure to pay 95% or above of all Sub-contractor or Unconnected Sub-contractor invoices (or other notice of an amount for payment) within sixty (60) days of receipt;
  - (b) actions to address each of the causes set out in Clause 15.18(a); and
  - (c) mechanism for and commitment to regular reporting on progress to the Supplier’s Board.
- 15.19 The Action Plan shall be certificated by a director of the Supplier and the Action Plan or a summary of the Action Plan published on the Supplier’s website within 10 Working Days of the date on which the Action Plan is uploaded to the Virtual Library.
- 15.20 Where the Supplier fails to pay any sums due to any Sub-contractor or Unconnected Sub-contractor in accordance with the terms set out in the relevant Sub-contract or Unconnected Sub-contract, the Action Plan shall include details of the steps the Supplier will take to address this.
- 15.21 The Supplier shall comply with the Action Plan or any similar action plan connected to the payment of Sub-contractors or Unconnected Sub-contractors which is required to be submitted to the Authority as part of the procurement process and such action plan shall be included as part of the Supplier’s Solution (to the extent it is not already included).
- 15.22 Notwithstanding any provision of Clauses 19 (*Confidentiality*) and 22 (*Publicity and Branding*), if the Supplier notifies the Authority (whether in a Balanced Scorecard Report or otherwise) that the Supplier has failed to pay a Sub-contractor’s undisputed invoice within thirty (30) days of receipt or that it has

failed to pay 95% or above of its Sub-Contractors or Unconnected Sub-contractors within sixty (60) days after the day on which the Supplier receives an invoice or otherwise has notice of an amount for payment, or the Authority otherwise discovers the same, the Authority shall be entitled to publish the details of the late or non-payment (including on government websites and in the press).

### **Termination of Sub-contracts**

15.23 The Authority may require the Supplier to terminate:

- (a) a Sub-contract where:
  - (i) the acts or omissions of the relevant Sub-contractor have caused or materially contributed to the Authority's right of termination pursuant to Clause 31.1(b) (*Termination by the Authority*);
  - (ii) the relevant Sub-contractor or any of its Affiliates have embarrassed the Authority or otherwise brought the Authority into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in the Authority, regardless of whether or not such act or omission is related to the Sub-contractor's obligations in relation to the Services or otherwise;
  - (iii) the relevant Sub-contractor has failed to comply in the performance of its Sub-contract with legal obligations in the fields of environmental, social or labour law; and/or
  - (iv) the Authority has found grounds for exclusion of the Sub-contractor in accordance with Clause 15.27; and
- (b) a Key Sub-contract where there is a change of Control of the relevant Key Sub-contractor, unless:
  - (i) the Authority has given its prior written consent to the particular change of Control, which subsequently takes place as proposed; or
  - (ii) the Authority has not served its notice of objection within 6 months of the later of the date the change of Control took place or the date on which the Authority was given notice of the change of Control.

### **Competitive Terms**

15.24 If the Authority is able to obtain from any Sub-contractor or any other third party (on a like-for-like basis) more favourable commercial terms with respect to the supply of any goods, software or services used by the Supplier or the Supplier Personnel in the supply of the Services, then the Authority may

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require the Supplier to replace its existing commercial terms with that person with the more favourable commercial terms obtained by the Authority in respect of the relevant item.

- 15.25 If the Authority exercises its option pursuant to Clause 15.24, then the Charges shall be reduced by an amount that is agreed in accordance with the Change Control Procedure.

### **Retention of Legal Obligations**

- 15.26 Notwithstanding the Supplier's right to sub-contract pursuant to this Clause 15, the Supplier shall remain responsible for all acts and omissions of its Sub-contractors and the acts and omissions of those employed or engaged by the Sub-contractors as if they were its own. In respect of any element of the Services delivered by Supplier Personnel and/or which are Sub-contracted by the Supplier, an obligation on the Supplier to do or to refrain from doing any act or thing under this Contract, shall include an obligation on the Supplier to procure that the Supplier Personnel and the Sub-contractor also do or refrain from doing such act or thing in their delivery of those elements of the Services.

### **Exclusion of Sub-contractors**

- 15.27 Where the Authority considers whether there are grounds for the exclusion of a Sub-contractor under Regulation 57 of the Public Contracts Regulations 2015, then:
- (a) if the Authority finds there are compulsory grounds for exclusion, the Supplier shall replace or shall not appoint the Sub-contractor;
  - (b) if the Authority finds there are non-compulsory grounds for exclusion, the Authority may require the Supplier to replace or not to appoint the Sub-contractor and the Supplier shall comply with such a requirement.

### **Reporting SME/VCSE Sub-contracts**

- 15.28 In addition to any other Management Information requirements set out in this Contract, the Supplier agrees that it shall, at no charge, provide timely, full, accurate and complete Supply Chain Transparency Reports to the Authority thirty (30) days prior to the end of each financial year by providing all of the information described in the Supply Chain Transparency Information Template in the format set out in the Schedule 24 (*Reports and Records Provisions*) Annex 4 and in accordance with any guidance issued by the Authority from time to time.
- 15.29 The Authority may update the Supply Chain Transparency Information Template from time to time (including the data required and/or format) by issuing a replacement version with at least thirty (30) days' notice and specifying the date from which it must be used.

## **SECTION F – INTELLECTUAL PROPERTY, DATA AND CONFIDENTIALITY**

### **16 INTELLECTUAL PROPERTY RIGHTS**

- 16.1 The Parties agree that the terms set out in Schedule 32 (*Intellectual Property Rights*) shall apply to this Contract.

### **17 IPRs INDEMNITY**

- 17.1 The Supplier shall at all times, during and after the Term, on written demand indemnify the Authority and each other Indemnified Person, and keep the Authority and each other Indemnified Person indemnified, against all Losses incurred by, awarded against or agreed to be paid by an Indemnified Person arising from an IPRs Claim.
- 17.2 If an IPRs Claim is made, or the Supplier anticipates that an IPRs Claim might be made, the Supplier may, at its own expense and sole option, either:
- (a) procure for the Authority or other relevant Indemnified Person the right to continue using the relevant item which is subject to the IPRs Claim; or
  - (b) replace or modify the relevant item with non-infringing substitutes provided that:
    - (i) the performance and functionality of the replaced or modified item is at least equivalent to the performance and functionality of the original item;
    - (ii) the replaced or modified item does not have an adverse effect on any other services or the IT Environment;
    - (iii) there is no additional cost to the Authority or relevant Indemnified Person (as the case may be); and
    - (iv) the terms and conditions of this Contract shall apply to the replaced or modified Services.
- 17.3 If the Supplier elects to procure a licence in accordance with Clause 17.2(a) or to modify or replace an item pursuant to Clause 17.2(b), but this has not avoided or resolved the IPRs Claim, then:
- (a) the Authority may terminate this Contract (if subsisting) with immediate effect by written notice to the Supplier; and
  - (b) without prejudice to the indemnity set out in Clause 17, the Supplier shall be liable for all reasonable and unavoidable costs of the substitute items and/or services including the additional costs of procuring, implementing and maintaining the substitute items.



## **18 AUTHORITY DATA AND SECURITY REQUIREMENTS**

- 18.1 The Supplier shall not delete or remove any proprietary notices contained within or relating to the Authority Data.
- 18.2 The Supplier shall not store, copy, disclose, or use the Authority Data except as necessary for the performance by the Supplier of its obligations under this Contract or as otherwise expressly authorised in writing by the Authority.
- 18.3 To the extent that Authority Data is held and/or processed by the Supplier, the Supplier shall supply that Authority Data to the Authority as requested by the Authority in the format specified in Schedule 2 (*Services Description*).
- 18.4 The Supplier shall preserve the integrity of Authority Data and prevent the corruption or loss of Authority Data at all times that the relevant Authority Data is under its control or the control of any Sub-contractor.
- 18.5 The Supplier shall where the Services include the support and maintenance of the solution and subject to any provision to the contrary in Schedule 2 (Specification) perform secure back-ups of all Authority Data and shall ensure that up-to-date back-ups are stored off-site in accordance with the Service Continuity Plan. The Supplier shall ensure that such back-ups are available to the Authority (or to such other person as the Authority may direct) at all times upon request. The Supplier shall ensure that any system on which the Supplier holds any Authority Data, including back-up data, is a secure system that complies with the Security Requirements.
- 18.6 If the Authority Data is corrupted, lost or sufficiently degraded as a result of the Supplier's Default so as to be unusable, the Authority may:
- (a) require the Supplier (at the Supplier's expense) to restore or procure the restoration of Authority Data to the extent and in accordance with the requirements specified in Schedule 26 (*Service Continuity Plan and Corporate Resolution Planning*) and the Supplier shall do so as soon as practicable but not later than 5 Working Days from the date of receipt of the Authority's notice; and/or
  - (b) itself restore or procure the restoration of Authority Data, and shall be repaid by the Supplier any reasonable expenses incurred in doing so to the extent and in accordance with the requirements specified in Schedule 26 (*Service Continuity Plan and Corporate Resolution Planning*).
- 18.7 If at any time the Supplier suspects or has reason to believe that Authority Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Supplier shall notify the Authority immediately and inform the Authority of the remedial action the Supplier proposes to take.
- 18.8 The Supplier shall comply with the requirements of Schedule 5 (*Security Management*).

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- 18.9 The Authority shall notify the Supplier of any changes or proposed changes to the Baseline Security Requirements.
- 18.10 If the Supplier believes that a change or proposed change to the Baseline Security Requirements will have a material and unavoidable cost implication to the Services it may submit a Change Request. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall then be agreed in accordance with the Change Control Procedure.
- 18.11 Until and/or unless a change to the Charges is agreed by the Authority pursuant to Clause 18.10 the Supplier shall continue to perform the Services in accordance with its existing obligations.

## 19 **CONFIDENTIALITY**

- 19.1 For the purposes of this Clause 19, the term “**Disclosing Party**” shall mean a Party which discloses or makes available directly or indirectly its Confidential Information and “**Recipient**” shall mean the Party which receives or obtains directly or indirectly Confidential Information.
- 19.2 Except to the extent set out in this Clause 19 or where disclosure is expressly permitted elsewhere in this Contract, the Recipient shall:
- (a) treat the Disclosing Party’s Confidential Information as confidential and keep it in secure custody (which is appropriate depending upon the form in which such materials are stored and the nature of the Confidential Information contained in those materials);
  - (b) not disclose the Disclosing Party’s Confidential Information to any other person except as expressly set out in this Contract or without obtaining the owner’s prior written consent;
  - (c) not use or exploit the Disclosing Party’s Confidential Information in any way except for the purposes anticipated under this Contract; and
  - (d) immediately notify the Disclosing Party if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Disclosing Party’s Confidential Information.
- 19.3 The Recipient shall be entitled to disclose the Confidential Information of the Disclosing Party where:
- (a) the Recipient is required to disclose the Confidential Information by Law, provided that Clause 20 (*Transparency and Freedom of Information*) shall apply to disclosures required under the FOIA or the EIRs;
  - (b) the need for such disclosure arises out of or in connection with:

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- (i) any legal challenge or potential legal challenge against the Authority arising out of or in connection with this Contract;
    - (ii) the examination and certification of the Authority's accounts (provided that the disclosure is made on a confidential basis) or for any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority is making use of any Services provided under this Contract; or
    - (iii) the conduct of a Central Government Body review in respect of this Contract; or
  - (c) the Recipient has reasonable grounds to believe that the Disclosing Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010 and the disclosure is being made to the Serious Fraud Office.
- 19.4 If the Recipient is required by Law to make a disclosure of Confidential Information, the Recipient shall as soon as reasonably practicable and to the extent permitted by Law notify the Disclosing Party of the full circumstances of the required disclosure including the relevant Law and/or regulatory body requiring such disclosure and the Confidential Information to which such disclosure would apply.
- 19.5 The Supplier may disclose the Confidential Information of the Authority on a confidential basis only to:
- (a) Supplier Personnel who are directly involved in the provision of the Services and need to know the Confidential Information to enable performance of the Supplier's obligations under this Contract;
  - (b) its auditors; and
  - (c) its professional advisers for the purposes of obtaining advice in relation to this Contract.

Where the Supplier discloses Confidential Information of the Authority pursuant to this Clause 19.5, 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.

- 19.6 The Authority may disclose the Confidential Information of the Supplier:
- (a) on a confidential basis to any Central Government Body for any proper purpose of the Authority or of the relevant Central Government Body;
  - (b) to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;

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- (c) to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
- (d) on a confidential basis to a professional adviser, consultant, supplier or other person engaged by any of the entities described in Clause 19.6(a) (including any benchmarking organisation) for any purpose relating to or connected with this Contract;
- (e) on a confidential basis for the purpose of the exercise of its rights under this Contract, including the Audit Rights, its step-in rights pursuant to Clause 28 (*Step-In Rights*), its rights to appoint a Remedial Adviser pursuant to Clause 27 (*Remedial Adviser*) and Exit Management rights; or
- (f) on a confidential basis to a proposed Successor Body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under this Contract,

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Authority under this Clause 19.

- 19.7 Nothing in this Clause 19 shall prevent a Recipient from using any techniques, ideas or know-how gained during the performance of this Contract in the course of its normal business to the extent that this use does not result in a disclosure of the Disclosing Party's Confidential Information or an infringement of Intellectual Property Rights.
- 19.8 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA and/or Confidential Information, which is specified as being exempt from disclosure under this Contract, the content of this Contract is not Confidential Information.
- 19.9 The Supplier waives any contractual right or other confidentiality obligation in connection with the customers mentioned in the list of contracts provided by the Supplier in its Tender to demonstrate evidence of past performance. The Supplier agrees that these customers may provide information to the Authority in the form of certificates of performance and answer any clarifications that the Authority or anyone acting on behalf of the Authority in connection with this procurement may have. The Supplier confirms that save for any deceitful or maliciously false statements of fact or purported fact included in a certificate or subsequent clarification from the Authority the customer will not owe the Supplier any duty of care for or otherwise have any legal liability to the Supplier in respect of any factual inaccuracies, whether innocent or negligent, and/or in respect of any expressions of opinion by the customer. This provision is for the benefit of each customer and may be relied on by them for the purposes of the Contracts (Rights of Third Parties) Act 1999.

- 19.10 The Authority confirms that it will keep confidential and will not disclose to any third parties other than government departments, for the purposes of verification, the content of any certificates of performance from a customer.

## **20 TRANSPARENCY AND FREEDOM OF INFORMATION**

- 20.1 The Parties acknowledge that:

- (a) the Transparency Reports;
- (b) the content of this Contract, including any changes to this Contract agreed from time to time, except for –
  - (i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Authority; and
  - (ii) Commercially Sensitive Information; and
- (c) the Publishable Performance Information

(together the “**Transparency Information**”) are not Confidential Information.

- 20.2 Notwithstanding any other provision of this Contract, the Supplier hereby gives its consent for the Authority to publish to the general public the Transparency Information in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted). The Authority shall, prior to publication, consult with the Supplier on the manner and format of publication and to inform its decision regarding any redactions but shall have the final decision in its absolute discretion.

- 20.3 The Supplier shall assist and co-operate with the Authority to enable the Authority to publish the Transparency Information, including the preparation of the Transparency Reports in accordance with Paragraph 1 of Schedule 24 (*Reports and Records Provisions*).

- 20.4 If the Authority believes that publication of any element of the Transparency Information would be contrary to the public interest, the Authority shall be entitled to exclude such information from publication. The Authority acknowledges that it would expect the public interest by default to be best served by publication of the Transparency Information in its entirety. Accordingly, the Authority acknowledges that it will only exclude Transparency Information from publication in exceptional circumstances and agrees that where it decides to exclude information from publication it will provide a clear explanation to the Supplier.

- 20.5 The Authority shall publish the Transparency Information in a format that assists the general public in understanding the relevance and completeness of the information being published to ensure the public obtain a fair view on how the Contract is being performed, having regard to the context of the wider commercial relationship with the Supplier.

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- 20.6 The Supplier agrees that any Information it holds that is not included in the Transparency Reports but is reasonably relevant to or that arises from the provision of the Services shall be provided to the Authority on request unless the cost of doing so would exceed the appropriate limit prescribed under section 12 of the FOIA. The Authority may disclose such information under the FOIA and the EIRs and may (except for Commercially Sensitive Information, Confidential Information (subject to Clause 19.6(c)) publish such Information. The Supplier shall provide to the Authority within five (5) Working Days (or such other period as the Authority may reasonably specify) any such Information requested by the Authority.
- 20.7 The Supplier acknowledges that the Authority is subject to the requirements of the FOIA and the EIRs. The Supplier shall:
- (a) provide all necessary assistance and cooperation as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and EIRs;
  - (b) transfer to the Authority all Requests for Information relating to this Contract that it receives as soon as practicable and in any event within 2 Working Days of receipt;
  - (c) provide the Authority with a copy of all Information held on behalf of the Authority which is requested in a Request For Information and which is in its possession or control in the form that the Authority requires within 5 Working Days (or such other period as the Authority may reasonably specify) of the Authority's request for such Information; and
  - (d) not respond directly to a Request For Information addressed to the Authority unless authorised in writing to do so by the Authority.
- 20.8 The Supplier acknowledges that the Authority may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Supplier. The Authority shall take reasonable steps to notify the Supplier of a Request For Information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Contract) the Authority shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and EIRs.

## **21 PROTECTION OF PERSONAL DATA**

### **Status of the Controller**

- 21.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to

their respective obligations under this Contract will determine the status of each Party under the Data Protection Legislation. A Party may act as:

- (a) “Controller” (where the other Party acts as the “Processor”);
- (b) “Processor” (where the other Party acts as the “Controller”);
- (c) “Joint Controller” (where both Parties are considered to jointly control the same Personal Data);
- (d) “Independent Controller” of the Personal Data where the other Party is also “Controller” of the same Personal Data in its own right (but there is no element of joint control);

and the Parties shall set out in Schedule 31 (*Processing Personal Data*) which scenario or scenarios are intended to apply under this Contract.

#### **Where one Party is Controller and the other Party its Processor**

21.2 Where a Party is a Processor, the only processing that it is authorised to do is listed in Schedule 31 (*Processing Personal Data*) by the Controller.

21.3 The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.

21.4 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:

- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
- (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
- (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

21.5 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Contract:

- (a) process that Personal Data only in accordance with Schedule 31 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Authority before processing the Personal Data unless prohibited by Law;

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- (b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 18 (*Authority Data and Security Requirements*), which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
  - (i) nature of the data to be protected;
  - (ii) harm that might result from a Data Loss Event;
  - (iii) state of technological development; and
  - (iv) cost of implementing any measures;
- (c) ensure that:
  - (i) the Processor Personnel do not process Personal Data except in accordance with this Contract (and in particular Schedule 31 (*Processing Personal Data*));
  - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
    - (A) are aware of and comply with the Processor's duties under this Clause 21, Clauses 19 (*Confidentiality*) and 18 (*Authority Data and Security Requirements*);
    - (B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
    - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by this Contract; and
    - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
- (d) where the Personal Data is subject to UK GDPR, not transfer such Personal Data outside of the UK unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
  - (i) the transfer is in accordance with Article 45 of the UK GDPR (or section 73 of DPA 2018); or
  - (ii) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with Article 46 of the UK GDPR or DPA 2018 Section 75) as



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- determined by the Controller which could include relevant parties entering into the International Data Transfer Agreement or International Data Transfer Agreement Addendum to the European Commission's SCCs as published by the Information Commissioner's Office and as set out in Annex 2 to Schedule 31 (*Processing Personal Data*), as well as any additional measures determined by the Controller;
- (iii) the Data Subject has enforceable rights and effective legal remedies;
  - (iv) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
  - (v) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data.
- (e) where the Personal Data is subject to EU GDPR, not transfer such Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
- (i) the transfer is in accordance with Article 45 of the EU GDPR; or
  - (ii) the Controller or the Processor has provided appropriate safeguards in relation to the transfer in accordance with Article 46 of the EU GDPR as determined by the Controller which could include relevant parties entering into Standard Contractual Clauses in the European Commission's decision 2021/914/EU set out in Annex 3 to Schedule 31 (*Processing Personal Data*) or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time as well as any additional measures determined by the Controller;
  - (iii) the Data Subject has enforceable rights and effective legal remedies;
  - (iv) the Processor complies with its obligations under the EU GDPR by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and

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- (v) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data; and
  - (f) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
- 21.6 Subject to Clause 21.7, the Processor shall notify the Controller immediately if it:
  - (a) receives a Data Subject Request (or purported Data Subject Request);
  - (b) receives a request to rectify, block or erase any Personal Data;
  - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
  - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
  - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
  - (f) becomes aware of a Data Loss Event.
- 21.7 The Processor's obligation to notify under Clause 21.6 shall include the provision of further information to the Controller in phases, as details become available.
- 21.8 Taking into account the nature of the processing, the Processor shall provide the Controller with reasonable assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 21.6 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
  - (a) the Controller with full details and copies of the complaint, communication or request;
  - (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
  - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;

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- (d) assistance as requested by the Controller following any Data Loss Event; and/or
  - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office or any other regulatory authority, or any consultation by the Controller with the Information Commissioner's Office or any other regulatory authority.
- 21.9 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Clause 21. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
  - (a) the Controller determines that the processing is not occasional;
  - (b) the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
  - (c) the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 21.10 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 21.11 The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 21.12 Before allowing any Sub-processor to process any Personal Data related to this Contract, the Processor must:
  - (a) notify the Controller in writing of the intended Sub-processor and processing;
  - (b) obtain the written consent of the Controller;
  - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this Clause 21 such that they apply to the Sub-processor; and
  - (d) provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.
- 21.13 The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.
- 21.14 The Authority may, at any time on not less than 30 Working Days' notice, revise this Clause 21 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).

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

### **Where the Parties are Joint Controllers of Personal Data**

21.16 In the event that the Parties are Joint Controllers in respect of Personal Data under this Contract, the Parties shall implement Clauses that are necessary to comply with Article 26 of the UK GDPR based on the terms set out in Annex 1 to Schedule 31 (*Processing Personal Data*).

### **Where the Parties are Independent Controllers of Personal Data**

21.17 With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their processing of such Personal Data as Controller.

21.18 Each Party shall process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.

21.19 Where a Party has provided Personal Data to the other Party in accordance with Clause 21.17, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.

21.20 The Parties shall be responsible for their own compliance with Articles 13 and 14 of the UK GDPR in respect of the processing of Personal Data for the purposes of this Contract.

21.21 The Parties shall only provide Personal Data to each other:

- (a) to the extent necessary to perform the respective obligations under this Contract;
- (b) in compliance with the Data Protection Legislation (including by ensuring all required fair processing information has been given to affected Data Subjects);
- (c) where the Personal Data is subject to UK GDPR and where the provision of Personal Data from one Party to another involves transfer of such data to outside the UK, if the prior written consent of the non-transferring Party has been obtained and the following conditions are fulfilled:
  - (i) the transfer is in accordance with Article 45 of the UK GDPR or DPA 2018 Section 73; or

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- (ii) the transferring Party has provided appropriate safeguards in relation to the transfer (whether in accordance with Article 46 of the UK GDPR or DPA 2018 Section 75) as determined by the non-transferring Party which could include the International Data Transfer Agreement or International Data Transfer Agreement Addendum to the European Commission's SCCs as published by the Information Commissioner's Office and as set out in Annex 2 to Schedule 31 (*Processing Personal Data*), as well as any additional measures determined by the non-transferring Party;
  - (iii) the Data Subject has enforceable rights and effective legal remedies;
  - (iv) the transferring Party complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the non-transferring Party in meeting its obligations); and
  - (v) the transferring Party complies with any reasonable instructions notified to it in advance by the non-transferring Party with respect to the processing of the Personal Data;
- (d) where the Personal Data is subject to EU GDPR and where the provision of Personal Data from one Party to another involves transfer of such data to outside the EU, if the prior written consent of the non-transferring Party has been obtained and the following conditions are fulfilled:
  - (i) the transfer is in accordance with Article 45 of the EU GDPR;  
or
  - (ii) the transferring Party has provided appropriate safeguards in relation to the transfer in accordance with Article 46 of the EU GDPR as determined by the non-transferring Party which could include relevant parties entering into Standard Contractual Clauses in the European Commission's decision 2021/914/EU set out in Annex 3 to Schedule 31 (*Processing Personal Data*) or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time as well as any additional measures determined by the non-transferring Party;
  - (iii) the Data Subject has enforceable rights and effective legal remedies;
  - (iv) the transferring Party complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is

not so bound, uses its best endeavours to assist the non-transferring Party in meeting its obligations); and

- (v) the transferring Party complies with any reasonable instructions notified to it in advance by the non-transferring Party with respect to the processing of the Personal Data; and

- (e) where it has recorded it in Schedule 31 (*Processing Personal Data*).

21.22 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its processing of Personal Data as independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.

21.23 A Party processing Personal Data for the purposes of this Contract shall maintain a record of its processing activities in accordance with Article 30 of the UK GDPR and shall make the record available to the other Party upon reasonable request.

21.24 Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to this Contract ("**the Request Recipient**"):

- (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
- (b) where the request or correspondence is directed to the other party and/or relates to the other party's Processing of the Personal Data, the Request Recipient will:
  - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other party that it has received the same and shall forward such request or correspondence to the other party; and
  - (ii) provide any information and/or assistance as reasonably requested by the other party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.

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21.25 Each party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other party pursuant to this Contract and shall:

- (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Data Breach;
- (b) implement any measures necessary to restore the security of any compromised Personal Data;
- (c) work with the other Party to make any required notifications to the Information Commissioner's Office or any other regulatory authority and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
- (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.

21.26 Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under this Contract as specified in Schedule 31 (*Processing Personal Data*).

21.27 Personal Data shall not be retained or processed for longer than is necessary to perform each Party's obligations under this Contract which is specified in Schedule 31 (*Processing Personal Data*).

21.28 Notwithstanding the general application of Clauses 21.2 to 21.15 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with Clause 21.16 to 21.27.

### Standard Contractual Clauses

21.29 It is noted that on 28 June 2021 the European Commission made an implementing decision pursuant to Article 45 of the EU GDPR on the adequate protection of personal data by the United Kingdom which contains carve-outs for certain transfers outside of the EU to the UK of certain types of Personal Data (the "**UK Adequacy Decision**"). If any transfer of Personal Data which is subject to EU GDPR pursuant to this Contract is not covered by the UK Adequacy Decision or at any time during the term of the Contract the UK Adequacy Decision is:

- 21.29.1 withdrawn, invalidated, overruled or otherwise ceases to have effect, or
- 21.29.2 amended in such a way as to affect the transfers of Personal Data outside of the EU which are contemplated under this Contract,

Clauses 21.30 to 21.31 below shall apply.

21.30 The Parties agree:

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- 21.30.1 that without any further action being required they have entered into the Standard Contractual Clauses in the European Commission's decision 2021/914/EU set out in Annex 4 to Schedule 31 (*Processing Personal Data*) in respect of data transfers by the Supplier outside of the EU to the UK;
  - 21.30.2 that, where no other appropriate safeguard or exemption applies, that the Personal Data subject to this Contract (and to which Chapter V of the EU GDPR applies) will be transferred in accordance with those Standard Contractual Clauses as of the date the Parties entered into those Standard Contractual Clauses;
  - 21.30.3 to use best endeavours to complete the annexes to the Standard Contractual Clauses promptly and at their own cost for the purpose of giving full effect to them; and
  - 21.30.4 that if there is any conflict between this Contract and the Standard Contractual Clauses the terms of the Standard Contractual Clauses shall apply.
- 21.31 In the event that the European Commission updates, amends, substitutes, adopts or publishes new Standard Contractual Clauses from time to time, the Parties agree:
- 21.31.1 that the most up to date Standard Contractual Clauses from time to time shall be automatically incorporated in place of those in Annex 4 to Schedule 31 (*Processing Personal Data*) and that such incorporation is not a Change;
  - 21.31.2 that where no other appropriate safeguard or exemption applies, that the Personal Data subject to this Contract (and to which Chapter V of the EU GDPR applies) will be transferred in accordance with the relevant form of the most up to date Standard Contractual Clauses as of the date the European Commission decision regarding such new Standard Contractual Clauses becomes effective;
  - 21.31.3 to use best endeavours to complete any part of the most up to date Standard Contractual Clauses that a Party must complete promptly and at their own cost for the purpose of giving full effect to them; and
  - 21.31.4 that if there is any conflict between this Contract and the most up to date Standard Contractual Clauses the terms of the most up to date Standard Contractual Clauses shall apply.



## **22 PUBLICITY AND BRANDING**

22.1 The Supplier shall not:

- (a) make any press announcements or publicise this Contract or its contents in any way; or
- (b) use the Authority's name or brand in any promotion or marketing or announcement of orders;

without the prior written consent of the Authority, which shall not be unreasonably withheld or delayed.

22.2 Each Party acknowledges to the other that nothing in this Contract either expressly or by implication constitutes an endorsement of any products or services of the other Party (including the Services, the Supplier System and the Authority System) and each Party agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.

## **SECTION G – LIABILITY, INDEMNITIES AND INSURANCE**

### **23 LIMITATIONS ON LIABILITY**

#### **Unlimited liability**

23.1 Neither Party limits its liability for:

- (a) death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors (as applicable);
- (b) fraud or fraudulent misrepresentation by it or its employees;
- (c) breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- (d) any liability to the extent it cannot be limited or excluded by Law.

23.2 The Supplier's liability in respect of the indemnities in Clause 10.5 (VAT), Clause 14.7 (*Employment Indemnity*), Clause 14.8 (*Income Tax and National Insurance Contributions*), Clause 17 (*IPRs Indemnity*), Schedule 28 (*Staff Transfer*) and the Annexes to Schedule 28 (*Staff Transfer*) shall be unlimited.

23.3 The Authority's liability in respect of the indemnities in Clause 14.7 (*Employment Indemnity*), Schedule 28 (*Staff Transfer*) and the Annexes to Schedule 28 (*Staff Transfer*) shall be unlimited.

#### **Financial and other limits**

23.4 Subject to Clauses 23.1 and 23.2 (*Unlimited Liability*) and Clauses 23.7 (*Consequential losses*):

- (a) the Supplier's aggregate liability in respect of loss of or damage to the Authority Premises or other property or assets of the Authority (including technical infrastructure, assets or equipment but excluding any loss or damage to the Authority's Data or any other data) that is caused by Defaults of the Supplier occurring in each and any Contract Year shall in no event exceed [REDACTED];
- (b) the Supplier's aggregate liability in respect of loss of or damage to Authority Data or Losses incurred by the Authority due to breach of Data Protection Legislation that is caused by Default of the Supplier occurring in each and any Contract Year shall in no event exceed [REDACTED];
- (c) the Supplier's aggregate liability in respect of all:
  - (i) Service Credits; and
  - (ii) Compensation for Unacceptable KPI Failure;

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incurred in any rolling period of 12 months shall be subject to the Service Credit Cap; and

- (d) the Supplier's annual aggregate liability in respect of all other Losses incurred by the Authority under or in connection with this Contract as a result of Defaults by the Supplier shall in no event exceed the greater of [REDACTED] and:
  - (i) in relation to Defaults occurring in the first Contract Year, an amount equal to [REDACTED] of the Estimated Year 1 Charges;
  - (ii) in relation to Defaults occurring during any subsequent Contract Year, an amount equal to [REDACTED] of the Charges paid and/or due to be paid to the Supplier under this Contract in the Contract Year immediately preceding the occurrence of the Default; and
  - (iii) in relation to Defaults occurring after the end of the Term, an amount equal to [REDACTED] of the Charges paid and/or due to be paid to the Supplier in the 12 month period immediately prior to the last day of the Term,

provided that where any Losses referred to this Clause 23.4(d) have been incurred by the Authority 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 references in such Clause to [REDACTED] shall be deemed to be references to [REDACTED].

23.5 Deductions from Charges shall not be taken into consideration when calculating the Supplier's liability under Clause 23.4(c).

23.6 Subject to Clauses 23.1 and 23.3 (*Unlimited Liability*) and Clause 23.7 (*Consequential Losses*) and without prejudice to the Authority's obligation to pay the Charges as and when they fall due for payment:

- (a) the Authority's total aggregate liability in respect of all Losses incurred by the Supplier under or in connection with this Contract as a result of early termination of this Contract by the Authority pursuant to Clause 31.1(a) (*Termination by the Authority*) or by the Supplier pursuant to Clause 31.3(a) (*Termination by the Supplier*) shall in no event exceed the following amounts:
  - (i) in relation to the Unrecovered Payment, the amount set out in Paragraph 4 of Schedule 16 (*Payments on Termination*);
  - (ii) in relation to the Breakage Costs Payment, the amount set out in Paragraph 3.2 of Schedule 16 (*Payments on Termination*); and

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- (iii) in relation to the Compensation Payment, the amount set out in Paragraph 6 of Schedule 16 (*Payments on Termination*); and
- (b) the Authority's aggregate liability in respect of all Losses incurred by the Supplier under or in connection with this Contract as a result of Defaults of the Authority shall in no event exceed:
  - (i) in relation to Defaults occurring in the first Contract Year, an amount equal to [REDACTED]
  - (ii) in relation to Defaults occurring during any subsequent Contract Year, an amount equal to the total Charges paid and/or due to be paid under this Contract in the Contract Year immediately preceding the occurrence of the Default; and
  - (iii) in relation to Defaults occurring after the end of the Term, an amount equal to the total Charges paid and/or due to be paid to the Supplier in the 12 month period immediately prior to the last day of the Term.

### Consequential Losses

23.7 Subject to Clauses 23.1, 23.2 and 23.3 (*Unlimited Liability*) and Clause 23.8, neither Party shall be liable to the other Party for:

- (a) any indirect, special or consequential Loss; or
- (b) any loss of profits, turnover, business opportunities or damage to goodwill (in each case whether direct or indirect).

23.8 Notwithstanding Clause 23.7 but subject to Clause 23.4, the Supplier acknowledges that the Authority may, amongst other things, recover from the Supplier the following Losses incurred by the Authority to the extent that they arise as a result of a Default by the Supplier:

- (a) any additional operational and/or administrative costs and expenses incurred by the Authority, including costs relating to time spent by or on behalf of the Authority in dealing with the consequences of the Default;
- (b) any wasted expenditure or charges;
- (c) the additional cost of procuring Replacement Services for the remainder of the Term and/or replacement Deliverables, which shall include any incremental costs associated with such Replacement Services and/or replacement Deliverables above those which would have been payable under this Contract;
- (d) any compensation or interest paid to a third party by the Authority; and

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- (e) any fine or penalty incurred by the Authority pursuant to Law and any costs incurred by the Authority in defending any proceedings which result in such fine or penalty.

### Conduct of indemnity claims

- 23.9 Where under this Contract one Party indemnifies the other Party, the Parties shall comply with the provisions of Schedule 27 (*Conduct of Claims*) in relation to the conduct of claims made by a third person against the Party having (or claiming to have) the benefit of the indemnity.

### Mitigation

- 23.10 Each Party shall use all reasonable endeavours to mitigate any loss or damage suffered 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.

## 24 INSURANCE

- 24.1 The Supplier shall comply with the provisions of Schedule 6 (*Insurance Requirements*) in relation to obtaining and maintaining insurance.

## SECTION H – REMEDIES AND RELIEF

### 25 RECTIFICATION PLAN PROCESS

25.1 In the event that:

- (a) there is, or is reasonably likely to be, a Delay; and/or
- (b) in any Service Period there has been:
  - (i) a Material KPI Failure; and/or
  - (ii) a Material PI Failure; and/or
- (c) the Supplier commits a material Default that 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 as soon as practicable but in any event within 3 Working Days of becoming aware of the Notifiable Default, detailing the actual or anticipated effect of the Notifiable Default and, unless the Notifiable Default also constitutes a Rectification Plan Failure or other Supplier Termination Event, the Authority may not terminate this Contract in whole or in part on the grounds of the Notifiable Default without first following the Rectification Plan Process.

#### Notification

25.2 If:

- (a) the Supplier notifies the Authority pursuant to Clause 25.1 that a Notifiable Default has occurred; or
- (b) the Authority notifies the Supplier that it considers that a Notifiable Default has occurred (setting out sufficient detail so that it is reasonably clear what the Supplier has to rectify),

then, unless the Notifiable Default also constitutes a Supplier Termination Event and the Authority serves a Termination Notice, the Supplier shall comply with the Rectification Plan Process.

25.3 The “**Rectification Plan Process**” shall be as set out in Clauses 25.4 (*Submission of the draft Rectification Plan*) to 25.9 (*Agreement of the Rectification Plan*).

#### Submission of the draft Rectification Plan

25.4 The Supplier shall submit a draft Rectification Plan to the Authority for it to review as soon as possible and in any event within 10 Working Days (or such

other period as may be agreed between the Parties) after the original notification pursuant to Clause 25.2 (*Notification*). The Supplier shall submit a draft Rectification Plan even if the Supplier disputes that it is responsible for the Notifiable Default.

25.5 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; 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).

25.6 The Supplier shall promptly 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 by an expert in accordance with Paragraph 6 of Schedule 23 (*Dispute Resolution Procedure*).

#### **Agreement of the Rectification Plan**

25.7 The Authority may reject the draft Rectification Plan by notice to the Supplier if, acting reasonably, it considers that the draft Rectification Plan is inadequate, for example because the draft Rectification Plan:

- (a) is insufficiently detailed to be capable of proper evaluation;
- (b) will take too long to complete;
- (c) will not prevent reoccurrence of the Notifiable Default; and/or
- (d) will rectify the Notifiable Default but in a manner which is unacceptable to the Authority.

25.8 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 5 Working Days (or such other period as agreed between the Parties) of the Authority's notice rejecting the first draft.

25.9 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

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- (b) the Authority may no longer terminate this Contract in whole or in part on the grounds of the relevant Notifiable Default;

save in the event of a Rectification Plan Failure or other Supplier Termination Event.

### 26 **DELAY PAYMENTS**

26.1 If a Key Milestone has not been Achieved by its relevant Milestone Date, the provisions of Paragraph 1 of Part C of Schedule 15 (*Charges and Invoicing*) shall apply in relation to the payment of Delay Payments.

26.2 Delay Payments shall be the Authority's exclusive financial remedy for the Supplier's failure to Achieve a Key Milestone by its Milestone Date except where:

- (a) the Authority is entitled to or does terminate this Contract pursuant to Clause 31.1(b) (*Termination by the Authority*); or
- (b) the Delay exceeds the Delay Deduction Period.

### 27 **REMEDIAL ADVISER**

27.1 If:

- (a) any of the Intervention Trigger Events occur; or
- (b) the Authority reasonably believes that any of the Intervention Trigger Events are likely to occur,

(each an “**Intervention Cause**”), the Authority may give notice to the Supplier (an “**Intervention Notice**”) giving reasonable details of the Intervention Cause and requiring:

- (i) a meeting between the Authority Representative and the Supplier Representative to discuss the Intervention Cause; and/or
- (ii) the appointment as soon as practicable by the Supplier of a Remedial Adviser, as further described in this Clause 27.

For the avoidance of doubt, if the Intervention Cause is also a Supplier Termination Event, the Authority has no obligation to exercise its rights under this Clause 27.1 prior to or instead of exercising its right to terminate this Contract.

27.2 If the Authority gives notice that it requires the appointment of a Remedial Adviser:

- (a) the Remedial Adviser shall be:
  - (i) a person selected by the Supplier and approved by the Authority; or



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- (ii) if none of the persons selected by the Supplier have been approved by the Authority (or no person has been selected by the Supplier) within 10 Working Days following the date on which the Intervention Notice is given, a person identified by the Authority;
  - (b) the terms of engagement and start date agreed with the Remedial Adviser must be approved by the Authority; and
  - (c) any right of the Authority to terminate this Contract pursuant to Clause 31.1(b) (*Termination by the Authority*) for the occurrence of that Intervention Cause shall be suspended for 60 Working Days from (and including) the date of the Intervention Notice (or such other period as may be agreed between the Parties)(the **"Intervention Period"**).
- 27.3 The Remedial Adviser's overall objective shall be to mitigate the effects of, and (to the extent capable of being remedied) to remedy, the Intervention Cause and to avoid the occurrence of similar circumstances in the future. In furtherance of this objective (but without diminishing the Supplier's responsibilities under this Contract), the Parties agree that the Remedial Adviser may undertake any one or more of the following actions:
  - (a) observe the conduct of and work alongside the Supplier Personnel to the extent that the Remedial Adviser considers reasonable and proportionate having regard to the Intervention Cause;
  - (b) gather any information the Remedial Adviser considers relevant in the furtherance of its objective;
  - (c) write reports and provide information to the Authority in connection with the steps being taken by the Supplier to remedy the Intervention Cause;
  - (d) make recommendations to the Authority and/or the Supplier as to how the Intervention Cause might be mitigated or avoided in the future; and/or
  - (e) take any other steps that the Authority and/or the Remedial Adviser reasonably considers necessary or expedient in order to mitigate or rectify the Intervention Cause.
- 27.4 The Supplier shall:
  - (a) work alongside, provide information to, co-operate in good faith with and adopt any reasonable methodology in providing the Services recommended by the Remedial Adviser;
  - (b) ensure that the Remedial Adviser has all the access it may require in order to carry out its objective, including access to the Assets;

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- (c) submit to such monitoring as the Authority and/or the Remedial Adviser considers reasonable and proportionate in respect of the Intervention Cause;
- (d) implement any reasonable recommendations made by the Remedial Adviser that have been approved by the Authority within the timescales given by the Remedial Adviser; and
- (e) not terminate the appointment of the Remedial Adviser prior to the end of the Intervention Period without the prior consent of the Authority (such consent not to be unreasonably withheld).

27.5 The Supplier shall be responsible for:

- (a) the costs of appointing, and the fees charged by, the Remedial Adviser; and
- (b) its own costs in connection with any action required by the Authority and/or the Remedial Adviser pursuant to this Clause 27.

27.6 If:

- (a) the Supplier:
  - (i) fails to perform any of the steps required by the Authority in an Intervention Notice; and/or
  - (ii) is in Default of any of its obligations under Clause 27.4; and/or
- (b) the relevant Intervention Trigger Event is not rectified by the end of the Intervention Period,

(each a “**Remedial Adviser Failure**”), the Authority shall be entitled to terminate this Contract pursuant to Clause 31.1(b) (*Termination by the Authority*).

## 28 **STEP-IN RIGHTS**

28.1 On the occurrence of a Step-In Trigger Event, the Authority may serve notice on the Supplier (a “**Step-In Notice**”) that it will be taking action under this Clause 28 (*Step-in Rights*), either itself or with the assistance of a third party (provided that the Supplier may require any third parties to comply with a confidentiality undertaking equivalent to Clause 19 (*Confidentiality*)). The Step-In Notice shall set out the following:

- (a) the action the Authority wishes to take and in particular the Services that it wishes to control (the “**Required Action**”);
- (b) the Step-In Trigger Event that has occurred and whether the Authority believes that the Required Action is due to the Supplier's Default;

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- (c) the date on which it wishes to commence the Required Action;
- (d) the time period which it believes will be necessary for the Required Action;
- (e) whether the Authority will require access to the Supplier's premises and/or the Sites; and
- (f) to the extent practicable, the impact that the Authority anticipates the Required Action will have on the Supplier's obligations to provide the Services during the period that the Required Action is being taken.

28.2 Following service of a Step-In Notice, the Authority shall:

- (a) take the Required Action set out in the Step-In Notice and any consequential additional action as it reasonably believes is necessary to achieve the Required Action;
- (b) keep records of the Required Action taken and provide information about the Required Action to the Supplier;
- (c) co-operate wherever reasonable with the Supplier in order to enable the Supplier to continue to provide the Services in relation to which the Authority is not assuming control; and
- (d) act reasonably in mitigating the cost that the Supplier will incur as a result of the exercise of the Authority's rights under this Clause 28.

28.3 For so long as and to the extent that the Required Action is continuing, then:

- (a) the Supplier shall not be obliged to provide the Services to the extent that they are the subject of the Required Action;
- (b) no Deductions shall be applicable in relation to Charges in respect of Services that are the subject of the Required Action and the provisions of Clause 28.4 shall apply to Deductions from Charges in respect of other Services; and
- (c) the Authority shall pay to the Supplier the Charges after subtracting any applicable Deductions and the Authority's costs of taking the Required Action.

28.4 If the Supplier demonstrates to the reasonable satisfaction of the Authority that the Required Action has resulted in:

- (a) the degradation of any Services not subject to the Required Action;  
or
- (b) the non-Achievement of a Milestone,

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beyond that which would have been the case had the Authority not taken the Required Action, then the Supplier shall be entitled to an agreed adjustment of the Charges.

28.5 Before ceasing to exercise its step in rights under this Clause 28 the Authority shall deliver a written notice to the Supplier (a “**Step-Out Notice**”), specifying:

- (a) the Required Action it has actually taken; and
- (b) the date on which the Authority plans to end the Required Action (the “**Step-Out Date**”) subject to the Authority being satisfied with the Supplier's ability to resume the provision of the Services and the Supplier's plan developed in accordance with Clause 28.6.

28.6 The Supplier shall, following receipt of a Step-Out Notice and not less than 20 Working Days prior to the Step-Out Date, develop for the Authority's approval a draft plan (a “**Step-Out Plan**”) relating to the resumption by the Supplier of the Services, including any action the Supplier proposes to take to ensure that the affected Services satisfy the requirements of this Contract.

28.7 If the Authority does not approve the draft Step-Out Plan, the Authority shall inform the Supplier of its reasons for not approving it. The Supplier shall then revise the draft Step-Out Plan taking those reasons into account and shall re-submit the revised plan to the Authority for the Authority's approval. The Authority shall not withhold or delay its approval of the draft Step-Out Plan unnecessarily.

28.8 The Supplier shall bear its own costs in connection with any step-in by the Authority under this Clause 28, provided that the Authority shall reimburse the Supplier's reasonable additional expenses incurred directly as a result of any step-in action taken by the Authority under:

- (a) limbs (c) or (d) of the definition of a Step-In Trigger Event; or
- (b) limbs (e) and (f) of the definition of a Step-in Trigger Event (insofar as the primary cause of the Authority serving the Step-In Notice is identified as not being the result of the Supplier's Default).

## 29 **AUTHORITY CAUSE**

29.1 Notwithstanding any other provision of this Contract, if the Supplier has failed to:

- (a) Achieve a Milestone by its Milestone Date;
  - (b) provide the Operational Services in accordance with the Target Performance Levels; and/or
  - (c) comply with its obligations under this Contract,
- (each a “**Supplier Non-Performance**”),

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and can demonstrate that the Supplier Non-Performance would not have occurred but for an Authority Cause, then (subject to the Supplier fulfilling its obligations in this Clause 29):

- (i) the Supplier shall not be treated as being in breach of this Contract to the extent the Supplier can demonstrate that the Supplier Non-Performance was caused by the Authority Cause;
- (ii) the Authority shall not be entitled to exercise any rights that may arise as a result of that Supplier Non-Performance:
  - (A) to terminate this Contract pursuant to Clause 31.1(b) (*Termination by the Authority*); or
  - (B) to take action pursuant to Clauses 27 (*Remedial Adviser*) or 28 (*Step-In*);
- (iii) where the Supplier Non-Performance constitutes the failure to Achieve a Milestone by its Milestone Date:
  - (A) the Milestone Date shall be postponed by a period equal to the period of Delay that the Supplier can demonstrate was caused by the Authority Cause;
  - (B) if the Authority, acting reasonably, considers it appropriate, the Implementation Plan shall be amended to reflect any consequential revisions required to subsequent Milestone Dates resulting from the Authority Cause;
  - (C) if the Milestone is a Key Milestone, the Supplier shall have no liability to pay any Delay Payments associated with the Key Milestone to the extent that the Supplier can demonstrate that such failure was caused by the Authority Cause; and
  - (D) the Supplier shall be entitled to claim compensation subject to and in accordance with the principles set out in Paragraph 2 of Part C of Schedule 15 (*Charges and Invoicing*); and/or
- (iv) where the Supplier Non-Performance constitutes a Performance Failure:
  - (A) the Supplier shall not be liable to accrue Service Credits;
  - (B) the Authority shall not be entitled to withhold any of the Service Charges pursuant to Clause 7.2(d)(ii) (*Performance Failures*);

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- (C) the Authority shall not be entitled to withhold and retain any Compensation for Unacceptable KPI Failure pursuant to Clause 7.4(a) (*Unacceptable KPI Failure*); and
- (D) the Supplier shall be entitled to invoice for the Service Charges for the relevant Operational Services affected by the Authority Cause,

in each case, to the extent that the Supplier can demonstrate that the Performance Failure was caused by the Authority Cause.

29.2 In order to claim any of the rights and/or relief referred to in Clause 29.1, the Supplier shall as soon as reasonably practicable (and in any event within 10 Working Days) after becoming aware that an Authority Cause has caused, or is reasonably likely to cause, a Supplier Non-Performance, give the Authority notice (a “**Relief Notice**”) setting out details of:

- (a) the Supplier Non-Performance;
- (b) the Authority Cause and its effect, or likely effect, on the Supplier’s ability to meet its obligations under this Contract;
- (c) any steps which the Authority can take to eliminate or mitigate the consequences and impact of such Authority Cause; and
- (d) the relief and/or compensation claimed by the Supplier.

29.3 Following the receipt of a Relief Notice, the Authority shall as soon as reasonably practicable consider the nature of the Supplier Non-Performance and the alleged Authority Cause and whether it agrees with the Supplier’s assessment set out in the Relief Notice as to the effect of the relevant Authority Cause and its entitlement to relief and/or compensation, consulting with the Supplier where necessary.

29.4 The Supplier shall use all reasonable endeavours to eliminate or mitigate the consequences and impact of an Authority Cause, including any Losses that the Supplier may incur and the duration and consequences of any Delay or anticipated Delay.

29.5 Without prejudice to Clause 5.9 (*Continuing obligation to provide the Services*), if a Dispute arises as to:

- (a) whether a Supplier Non-Performance would not have occurred but for an Authority Cause; and/or
- (b) the nature and/or extent of the relief and/or compensation claimed by the Supplier,

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either Party may refer the Dispute to the Dispute Resolution Procedure. Pending the resolution of the Dispute, both Parties shall continue to resolve the causes of, and mitigate the effects of, the Supplier Non-Performance.

- 29.6 Any Change that is required to the Implementation Plan or to the Charges pursuant to this Clause 29 shall be implemented in accordance with the Change Control Procedure.

### **30 FORCE MAJEURE**

- 30.1 Subject to the remaining provisions of this Clause 30 (and, in relation to the Supplier, subject to its compliance with its obligations in Schedule 26 (*Service Continuity Plan and Corporate Resolution Planning*)), a Party may claim relief under this Clause 30 from liability for failure to meet its obligations under this Contract for as long as and only to the extent that the performance of those obligations is directly affected by a Force Majeure Event. Any failure or delay by the Supplier in performing its obligations under this Contract which results from a failure or delay by an agent, Sub-contractor or supplier shall be regarded as due to a Force Majeure Event only if that agent, Sub-contractor or supplier is itself impeded by a Force Majeure Event from complying with an obligation to the Supplier.
- 30.2 The Affected Party shall as soon as reasonably practicable issue a Force Majeure Notice, which shall include details of the Force Majeure Event, its effect on the obligations of the Affected Party and any action the Affected Party proposes to take to mitigate its effect.
- 30.3 If the Supplier is the Affected Party, it shall not be entitled to claim relief under this Clause 30 to the extent that consequences of the relevant Force Majeure Event:
- (a) are capable of being mitigated, but the Supplier has failed to do so;
  - (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; or
  - (c) are the result of the Supplier's failure to comply with its Service Continuity Plan (except to the extent that such failure is also due to a Force Majeure Event that affects the execution of the Service Continuity Plan).
- 30.4 Subject to Clause 30.5, as soon as practicable after the Affected Party issues the Force Majeure Notice, and at regular intervals thereafter, the Parties shall consult in good faith and use reasonable endeavours to agree any steps to be taken and an appropriate timetable in which those steps should be taken, to enable continued provision of the Services affected by the Force Majeure Event.
- 30.5 The Parties shall at all times following the occurrence of a Force Majeure Event and during its subsistence use their respective reasonable endeavours

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to prevent and mitigate the effects of the Force Majeure Event. Where the Supplier is the Affected Party, it shall take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event.

30.6 Where, as a result of a Force Majeure Event:

- (a) an Affected Party fails to perform its obligations in accordance with this Contract, then during the continuance of the Force Majeure Event:
  - (i) the other Party shall not be entitled to exercise any rights to terminate this Contract in whole or in part as a result of such failure other than pursuant to Clause 31.1(c) (*Termination by the Authority*) or Clause 31.3(b) (*Termination by the Supplier*); and
  - (ii) neither Party shall be liable for any Default arising as a result of such failure;
- (b) the Supplier fails to perform its obligations in accordance with this Contract:
  - (i) the Authority shall not be entitled:
    - (A) during the continuance of the Force Majeure Event to exercise its rights under Clause 27 (*Remedial Adviser*) and/or Clause 28 (*Step-in Rights*) as a result of such failure;
    - (B) to receive Delay Payments pursuant to Clause 26 (*Delay Payments*) to the extent that the Achievement of any Milestone is affected by the Force Majeure Event; and
    - (C) to receive Service Credits, to withhold any of the Service Charges pursuant to Clause 7.2(d)(ii) (*Performance Failures*) or withhold and retain any of the Service Charges as compensation pursuant to Clause 7.4(a) (*Unacceptable KPI Failure*) to the extent that a Performance Failure has been caused by the Force Majeure Event; and
  - (ii) the Supplier shall be entitled to receive payment of the Charges (or a proportional payment of them) only to the extent that the Services (or part of the Services) continue to be performed in accordance with the terms of this Contract during the occurrence of the Force Majeure Event.



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- 30.7 The Affected Party shall notify the other Party as soon as practicable after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with its obligations under this Contract.
- 30.8 Relief from liability for the Affected Party under this Clause 30 shall end as soon as the Force Majeure Event no longer causes the Affected Party to be unable to comply with its obligations under this Contract and shall not be dependent on the serving of notice under Clause 30.7.

## **SECTION I – TERMINATION AND EXIT MANAGEMENT**

### **31 TERMINATION RIGHTS**

#### **Termination by the Authority**

31.1 The Authority may terminate this Contract by issuing a Termination Notice to the Supplier:

- (a) for convenience at any time;
- (b) if a Supplier Termination Event occurs;
- (c) if a Force Majeure Event endures for a continuous period of more than ninety (90) days; or
- (d) if the Contract has been substantially amended to the extent that the Public Contracts Regulations 2015 require a new procurement procedure,

and this Contract shall terminate on the date specified in the Termination Notice.

31.2 Where the Authority:

- (a) is terminating this Contract under Clause 31.1(b) due to the occurrence of either limb (b),(h) and/or (i) of the definition of Supplier Termination Event, it may rely on a single material Default or on 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; and/or
- (b) has the right to terminate this Contract under Clause 31.1(b) or Clause 31.1(c), it may, prior to or instead of terminating the whole of this Contract, serve a Termination Notice requiring the partial termination of this Contract to the extent that it relates to any part of the Services which are materially affected by the relevant circumstances.

#### **Termination by the Supplier**

31.3 The Supplier may, by issuing a Termination Notice to the Authority, terminate:

- (a) this Contract if the Authority fails to pay an undisputed sum due to the Supplier under this Contract which in aggregate exceeds insert amount equivalent to 3 month's average Charges and such amount remains outstanding 40 Working Days after the receipt by the Authority of a notice of non-payment from the Supplier; or
- (b) any Services that 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 Termination Notice (which shall not be less than 20 Working Days from the date of the issue of the Termination Notice). If the operation of Clause 31.3(b) would result in a Partial Termination, the provisions of Clause 0 (*Partial Termination*) shall apply.

### **Partial Termination**

- 31.4 If the Supplier notifies the Authority pursuant to Clause 31.3(b) (*Termination by the Supplier*) 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 Requirements, then the Authority shall be entitled to terminate the remaining part of this Contract by serving a Termination Notice to the Supplier within 1 month of receiving the Supplier's Termination Notice. For the purpose of this Clause 0, in assessing the significance of any part of the Authority Requirements, regard shall be had not only to the proportion of that part to the Authority Requirements as a whole, but also to the importance of the relevant part to the Authority.
- 31.5 The Parties shall agree the effect of any 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 Charges, provided that:
- (a) the Supplier shall not be entitled to an increase in the Charges in respect of the Services that have not been terminated if the Partial Termination arises due to the occurrence of a Supplier Termination Event;
  - (b) any adjustment to the Charges (if any) shall be calculated in accordance with the Financial Model and must be reasonable; and
  - (c) the Supplier shall not be entitled to reject the Change.

## **32 CONSEQUENCES OF EXPIRY OR TERMINATION**

### **General Provisions on Expiry or Termination**

- 32.1 The provisions of Clauses 5.8 (*Specially Written Software warranty*), 10.4 and 10.5 (VAT), 10.10 and 10.11 (*Set-off and Withholding*), 12 (*Records, Reports and Audits*), 14.7 (*Employment Indemnity*), 14.8 (*Income Tax and National Insurance Contributions*), 16 (*Intellectual Property Rights*), 17 (*IPRs Indemnity*), 19 (*Confidentiality*), 20 (*Transparency and Freedom of Information*), 21 (*Protection of Personal Data*), 23 (*Limitations on Liability*), 32 (*Consequences of Expiry or Termination*), 38 (*Severance*), 40 (*Entire Agreement*), 41 (*Third Party Rights*), 43 (*Disputes*) and 45 (*Governing Law and Jurisdiction*), and the provisions of Schedules 1 (*Definitions*), 15 (*Charges and Invoicing*), 16 (*Payments on Termination*), 19 (*Financial Reports and Audit Rights*), 23 (*Dispute Resolution Procedure*), 24 (*Reports and Records*)

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*Provisions*), 25 (*Exit Management*), 28 (*Staff Transfer*), and 32 (*Intellectual Property Rights*), shall survive the termination or expiry of this Contract.

### Exit Management

32.2 The Parties shall comply with the provisions of Schedule 25 (*Exit Management*) and any current Exit Plan in relation to orderly transition of the Services to the Authority or a Replacement Supplier.

### Payments by the Authority

32.3 If this Contract is terminated by the Authority pursuant to Clause 31.1(a) (*Termination by the Authority*) or by the Supplier pursuant to Clause 31.3(a) (*Termination by the Supplier*), the Authority shall pay the Supplier the following payments (which shall be the Supplier's sole remedy for the termination of this Contract):

- (a) the Termination Payment; and
- (b) the Compensation Payment, if either of the following periods is less than three hundred and sixty-five (365) days:
  - (i) the period from (but excluding) the date that the Termination Notice is given by the Authority pursuant to Clause 31.1(a) (*Termination by the Authority*) to (and including) the Termination Date; or
  - (ii) the period from (and including) the date of the non-payment by the Authority referred to in Clause 31.3(a) (*Termination by the Supplier*) to (and including) the Termination Date.

32.4 If this Contract is terminated (in part or in whole) by the Authority pursuant to Clauses 31.1(b), 31.1(c) and/or 31.2 (*Termination by the Authority*), or the Term expires, the only payments that the Authority shall be required to make as a result of such termination (whether by way of compensation or otherwise) are:

- (a) payments in respect of any Assets or apportionments in accordance with Schedule 25 (*Exit Management*); and
- (b) payments in respect of unpaid Charges for Services received up until the Termination Date.

32.5 The costs of termination incurred by the Parties shall lie where they fall if:

- (a) either Party terminates or partially terminates this Contract for a continuing Force Majeure Event pursuant to Clauses 31.1(c) or 31.2(b) (*Termination by the Authority*) or 31.3(b) (*Termination by the Supplier*); or
- (b) the Authority terminates this Contract under Clause 31.1(d) (*Termination by the Authority*).

## **Payments by the Supplier**

- 32.6 In the event of termination or expiry of this Contract, the Supplier shall repay to the Authority all Charges it has been paid in advance in respect of Services not provided by the Supplier as at the date of expiry or termination.
- 32.7 If this Contract is terminated (in whole or in part) by the Authority pursuant to Clause 31.1(b) (*Termination by the Authority*) prior to Achievement of one or more CPP Milestones, the Authority may at any time on or within 12 months of the issue of the relevant Termination Notice by issue to the Supplier of written notice (a “**Milestone Adjustment Payment Notice**”) require the Supplier to repay to the Authority an amount equal to the aggregate Milestone Adjustment Payment Amounts in respect of each CPP Milestone to which the Milestone Adjustment Payment Notice relates.
- 32.8 A Milestone Adjustment Payment Notice shall specify:
- (a) each CPP Milestone to which it relates;
  - (b) in relation to each such CPP Milestone, each Deliverable relating to that CPP Milestone that the Authority wishes to retain, if any (each such Deliverable being a “**Retained Deliverable**”); and
  - (c) those Retained Deliverables, if any, the Allowable Price for which the Authority considers should be subject to deduction of an adjusting payment on the grounds that they do not or will not perform in all material respects in accordance with their specification (such adjusting payment being an “**Allowable Price Adjustment**”),
- and may form part of a Termination Notice.
- 32.9 The Supplier shall within 10 Working Days of receipt of a Milestone Adjustment Payment Notice, in each case as applicable:
- (a) notify the Authority whether it agrees that the Retained Deliverables which the Authority considers should be subject to an Allowable Price Adjustment as specified in the relevant Milestone Adjustment Payment Notice should be so subject; and
  - (b) in relation to each such Retained Deliverable that the Supplier agrees should be subject to an Allowable Price Adjustment, notify the Authority of the Supplier’s proposed amount of the Allowable Price Adjustment and the basis for its approval;
  - (c) provide the Authority with its calculation of the Milestone Adjustment Payment Amount in respect of each CPP Milestone the subject of the relevant Milestone Adjustment Payment Notice using its proposed Allowable Price Adjustment, including details of:
    - (i) all relevant Milestone Payments; and
    - (ii) the Allowable Price of each Retained Deliverable; and

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- (d) provide the Authority with such supporting information as the Authority may require.

32.10 If the Parties do not agree the calculation of a Milestone Adjustment Payment Amount within 20 Working Days of the Supplier's receipt of the relevant Milestone Adjustment Payment Notice, either Party may refer the Dispute to the Dispute Resolution Procedure.

32.11 If the Authority issues a Milestone Adjustment Payment Notice pursuant to Clause 32.7:

- (a) the Authority shall:
  - (i) securely destroy or return to the Supplier all Non-retained Deliverables that are in tangible form; and
  - (ii) ensure that all Non-retained Deliverables that are held in electronic, digital or other machine-readable form cease to be readily accessible (other than by the information technology staff of the Authority) from any computer, word processor, voicemail system or any other device containing such all Non-retained Deliverables,

in each case as soon as reasonably practicable after repayment of the aggregate Milestone Adjustment Payment Amounts repayable pursuant to that Milestone Adjustment Payment Notice; and
- (b) all licences granted by the Supplier pursuant to Schedule 32 (*Intellectual Property Rights*) in respect of Specially Written Software and Project Specific IPRs and any Supplier Non-COTS Software and/or Supplier Background IPRs shall terminate upon such repayment to the extent that they relate to the Non-retained Deliverables.

## **SECTION J – MISCELLANEOUS AND GOVERNING LAW**

### **33 COMPLIANCE**

#### **Health and Safety**

- 33.1 The Supplier shall perform its obligations under this Contract (including those in relation to the Services) in accordance with:
- (a) all applicable Law regarding health and safety; and
  - (b) the Health and Safety Policy whilst at the Authority Premises.
- 33.2 Each Party shall notify the other as soon as practicable of any health and safety incidents or material health and safety hazards at the Authority Premises of which it becomes aware and which relate to or arise in connection with the performance of this Contract. The Supplier shall instruct the Supplier Personnel to adopt any necessary associated safety measures in order to manage any such material health and safety hazards.
- 33.3 The Supplier shall ensure that its health and safety policy statement (as required by the Health and Safety at Work Act etc.1974) is made available to the Authority on request.

#### **Employment Law**

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

#### **Equality and Diversity**

- 33.5 The Supplier shall:
- (a) perform its obligations under this Contract (including those in relation to the Services) in accordance with:
    - (i) all applicable equality Law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise);
    - (ii) the Authority's equality and diversity policy as provided to the Supplier from time to time; and
    - (iii) any other requirements and instructions which the Authority reasonably imposes in connection with any equality obligations imposed on the Authority at any time under applicable equality Law; and
  - (b) take all necessary steps, and inform the Authority of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation).

### **Official Secrets Act and Finance Act**

33.6 The Supplier shall comply with the provisions of:

- (a) the Official Secrets Acts 1911 to 1989; and
- (b) section 182 of the Finance Act 1989.

### **Conflicts of Interest**

33.7 The Supplier:

- (a) must take action to ensure that neither the Supplier nor the Supplier Personnel are placed in the position of an actual, potential or perceived Conflict of Interest.
- (b) must promptly notify and provide details to the Authority if an actual, potential or perceived Conflict of Interest happens or is expected to happen.

33.8 The Authority will consider whether there are any appropriate measures that can be put in place to remedy an actual, perceived or potential Conflict of Interest. If, in the reasonable opinion of the Authority, such measures do not or will not resolve an actual or potential Conflict of Interest, the Authority may terminate this Contract immediately by giving notice in writing to the Supplier where there is or may be an actual or potential Conflict of Interest.

### **Modern Slavery**

33.9 The Supplier:

- (a) shall not use, nor allow its sub-contractors to use forced, bonded or involuntary prison labour;
- (b) shall not require any Supplier Personnel or the personnel of any sub-contractors to lodge deposits or identity papers with their employer and shall be free to leave their employer after reasonable notice;
- (c) warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world;
- (d) warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offences anywhere around the world;
- (e) shall make reasonable enquires to ensure that its officers, employees and sub-contractors have not been convicted of slavery or human trafficking offences anywhere around the world;
- (f) shall have and maintain throughout the Term its own policies and procedures to ensure its compliance with the Modern Slavery Act



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2015 and include in its contracts with its sub-contractors anti-slavery and human trafficking provisions;

- (g) shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under the Contract;
- (h) within sixty (60) Working Days after the Effective Date the Supplier will complete the Modern Slavery Assessment Tool (MSAT), or share an existing Assessment, the results of which will be reviewed at periodicity to be agreed with the Authority during the Contract Term to reduce the risk of Modern Slavery and human trafficking taking place in the supply chain;
- (i) shall not use, nor allow its employees or sub-contractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or sub-contractors;
- (j) shall not use or allow child or slave labour to be used by its sub-contractors;
- (k) shall report the discovery or suspicion of any slavery or trafficking by it or its sub-contractors to the Authority and the Modern Slavery Helpline;
- (l) shall comply with any request by the Authority to complete the Modern Slavery Assessment Tool within sixty (60) days of such request;
- (m) shall, if the Supplier or the Authority identifies any occurrence of modern slavery connected to this Contract, comply with any request of the Authority to follow the Rectification Plan Process to submit a remedial action plan which follows the form set out in Annex D of the guidance *Tackling Modern Slavery in Government Supply Chains*, which can be found at:

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/830150/September\\_2019\\_Modern\\_Slavery\\_Guidance.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/830150/September_2019_Modern_Slavery_Guidance.pdf)

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

- (n) will assist the Authority with any investigations into reports or risks identified of Modern Slavery or human trafficking in the supply chain;
- (o) shall comply with any request by the Authority to provide a Supply Chain Map within fourteen (14) days of such request;

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- (p) shall comply with any request by the Authority to provide a copy of any reports of any sub-contractor regarding any or all of workforce conditions, working or employment practices and recruitment practices within fourteen (14) days of such request;
  - (q) shall carry out due diligence to ensure workers in its business and its supply chains are not paying illegal or exploitative recruitment fees to secure employment, and where these fees are uncovered shall ensure that workers are remedied; and
  - (r) shall report the discovery or suspicion of any slavery, forced labour, child labour, involuntary prison labour or labour rights abuses in its operations and supply chains to the Authority and relevant national or local law enforcement agencies.
- 33.10 For the purposes of an audit carried out pursuant to limb (u) of the definition of “Audit”, in addition to any other rights under the Contract, the Authority may instruct the Supplier to carry out such an audit of any Sub-Contractor by an independent third party and, if so instructed, the Supplier shall deliver a report to the Authority within ninety (90) days of such instruction.
- 33.11 If the Supplier notifies the Authority pursuant to Clause 33.13 it shall respond promptly to the Authority’s enquiries, co-operate with any investigation, and allow the Authority to audit any books, records and/or any other relevant documentation in accordance with the Contract.
- 33.12 If the Supplier is in Default under Clause 33.9 the Authority may by notice:
- (a) require the Supplier to remove from performance of the Contract any Sub-Contractor, Supplier Personnel or other persons associated with it whose acts or omissions have caused the Default; or
  - (b) immediately terminate the Contract.

### **Whistleblowing**

- 33.13 As soon as it is aware of it the Supplier and Supplier Personnel must report to the Authority any actual or suspected breach of:
- (a) Law;
  - (b) Clauses 33.1 to 33.9 or 33.14; or
  - (c) Clause 37.

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- 33.14 The Supplier must not retaliate against any of the Supplier Personnel who in good faith reports a breach listed in this Clause to the Authority or a Prescribed Person.
- 33.15 While on the Authority's Premises, the Supplier shall comply with any health and safety measures implemented by the Authority in respect of Supplier Personnel and other persons working there.
- 33.16 The Supplier shall notify the Authority immediately in the event of any incident occurring in the performance of its obligations under the Contract on the Authority's Premises, where that incident causes any personal injury or damage to property which could give rise to personal injury.
- 33.17 The Supplier shall comply with the requirements of the Health and Safety at Work Act etc.1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Supplier Personnel and other persons working on the Authority's Premises in the performance of its obligations under the Contract.

### **Non-solicitation**

- 33.18 Except in respect of any transfer of staff pursuant to Schedule 28 (Staff Transfer), neither Party shall (except with the prior written consent of the other party) directly or indirectly solicit or entice away (or attempt to solicit or entice away) from the employment of the other Party any person employed or engaged by such other Party in the provision of the Services or (in the case of the Authority) in the receipt of the Services or the management of this agreement or any significant part at any time during the term of this agreement or for a further period of 1 year after the termination of this agreement other than by means of a national advertising campaign open to all comers and not specifically targeted at any of the staff of the other Party.

## **34 ASSIGNMENT AND NOVATION**

- 34.1 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 prior written consent of the Authority.
- 34.2 The Authority may at its discretion assign, novate or otherwise dispose of any or all of its rights, obligations and liabilities under this Contract and/or any associated licences to:
- (a) any Central Government Body; or
  - (b) to a body other than a Central Government Body (including any private sector body) which performs any of the functions that previously had been performed by the Authority,

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and the Supplier shall, at the Authority's request, enter into a novation agreement in such form as the Authority shall reasonably specify in order to enable the Authority to exercise its rights pursuant to this Clause 34.2.

- 34.3 A change in the legal status of the Authority such that it ceases to be a Central Government Body shall not (subject to Clause 34.4) affect the validity of this Contract and this Contract shall be binding on any successor body to the Authority.
- 34.4 If the Authority assigns, novates or otherwise disposes of any of its rights, obligations or liabilities under this Contract to a body which is not a Central Government Body or if a body which is not a Central Government Body succeeds the Authority (any such body a "**Successor Body**"), the Supplier shall have the right to terminate for an Insolvency Event affecting the Successor Body identical to the right of termination of the Authority under limb (k) of the definition of Supplier Termination Event (as if references in that limb (k) to the Supplier and the Guarantor were references to the Successor Body).

### **35 WAIVER AND CUMULATIVE REMEDIES**

- 35.1 The rights and remedies under this Contract may be waived only by notice and in a manner that expressly states that a waiver is intended. A failure or delay by a Party in ascertaining or exercising a right or remedy provided under this Contract or by law shall not constitute a waiver of that 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 any right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 35.2 Unless otherwise provided in this Contract, rights and remedies under this Contract are cumulative and do not exclude any rights or remedies provided by law, in equity or otherwise.

### **36 RELATIONSHIP OF THE PARTIES**

- 36.1 Except as expressly provided otherwise in this Contract, nothing in this Contract, nor any actions taken by the Parties pursuant to this Contract, shall create a partnership, joint venture or relationship of employer and employee or principal and agent between the Parties, or authorise either Party to make representations or enter into any commitments for or on behalf of any other Party.

### **37 PREVENTION OF FRAUD AND BRIBERY**

- 37.1 The Supplier represents and warrants that neither it, nor to the best of its knowledge any Supplier Personnel, have at any time prior to the Effective Date:
- (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; and/or

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- (b) 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.

37.2 The Supplier shall not during the term of this Contract:

- (a) commit a Prohibited Act; and/or
- (b) do or suffer anything to be done which would cause the Authority or any of the Authority's employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.

37.3 The Supplier shall during the term of this Contract:

- (a) establish, maintain and enforce, and require that its Sub-contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act;
- (b) have in place reasonable prevention measures (as defined in sections 45(3) and 46(4) of the Criminal Finance Act 2017) to ensure that Associated Persons of the Supplier do not commit tax evasion facilitation offences as defined under that Act;
- (c) keep appropriate records of its compliance with its obligations under Clause 37.3(a) and make such records available to the Authority on request; and
- (d) take account of any guidance about preventing facilitation of tax evasion offences which may be published and updated in accordance with Section 47 of the Criminal Finances Act 2017.

37.4 The Supplier shall immediately notify the Authority in writing if it becomes aware of any breach of Clause 37.1 and/or 37.2, or has reason to believe that it has or any of the Supplier Personnel have:

- (a) been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
- (b) 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; and/or
- (c) received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this Contract or otherwise suspects that any person or Party directly or

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indirectly connected with this Contract has committed or attempted to commit a Prohibited Act.

- 37.5 If the Supplier makes a notification to the Authority pursuant to Clause 37.4, the Supplier shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to Audit any books, Records and/or any other relevant documentation in accordance with Clause 12 (*Records, Reports and Audits*).
- 37.6 If the Supplier is in Default under Clauses 37.1 and/or 37.2, the Authority may by notice:
- (a) require the Supplier to remove from performance of this Contract any Supplier Personnel whose acts or omissions have caused the Default; or
  - (b) immediately terminate this Contract.
- 37.7 Any notice served by the Authority under Clause 37.6 shall specify the nature of the Prohibited Act, the identity of the Party who the Authority believes has committed the Prohibited Act and the action that the Authority has elected to take (including, where relevant, the date on which this Contract shall terminate).

## 38 **SEVERANCE**

- 38.1 If any provision of this Contract (or part of any provision) is held to be void or otherwise unenforceable by any court of competent jurisdiction, such provision (or part) shall to the extent necessary to ensure that the remaining provisions of this Contract are not void or unenforceable be deemed to be deleted and the validity and/or enforceability of the remaining provisions of this Contract shall not be affected.
- 38.2 In the event that any deemed deletion under Clause 38.1 is so fundamental as to prevent the accomplishment of the purpose of this Contract or materially alters the balance of risks and rewards in this Contract, either Party may give notice to the other Party requiring the Parties to commence good faith negotiations to amend this Contract so that, as amended, it is valid and enforceable, preserves the balance of risks and rewards in this Contract and, to the extent that is reasonably possible, achieves the Parties' original commercial intention.
- 38.3 If the Parties are unable to agree on the revisions to this Contract within 5 Working Days of the date of the notice given pursuant to Clause 38.2, the matter shall be dealt with in accordance with Paragraph 4 (*Commercial Negotiation*) of Schedule 23 (*Dispute Resolution Procedure*) except that if the representatives are unable to resolve the dispute within 30 Working Days of the matter being referred to them, this Contract shall automatically terminate with immediate effect. The costs of termination incurred by the Parties shall lie where they fall if this Contract is terminated pursuant to this Clause 38.3.

### **39 FURTHER ASSURANCES**

- 39.1 Each Party undertakes at the request of the other, and at the cost of the requesting Party to do all acts and execute all documents which may be reasonably necessary to give effect to the meaning of this Contract.

### **40 ENTIRE AGREEMENT**

- 40.1 This Contract (along with the Collaboration Agreement) constitutes the entire agreement between the Parties in respect of its subject matter and supersedes and extinguishes all prior negotiations, arrangements, understanding, course of dealings or agreements made between the Parties in relation to its subject matter, whether written or oral.
- 40.2 Neither Party has been given, nor entered into this Contract in reliance on, any warranty, statement, promise or representation other than those expressly set out in this Contract.
- 40.3 Nothing in this Clause 40 shall exclude any liability in respect of misrepresentations made fraudulently.

### **41 THIRD PARTY RIGHTS**

- 41.1 The provisions of Clause 17 (*IPRs Indemnity*), Paragraphs 2.1 and 2.6 of Part A, Paragraphs 2.1, 2.6, 3.1 and 3.3 of Part B, Paragraphs 2.1 and 2.3 of Part C, Part D and Paragraphs 1.4, 2.3 and 2.8 of Part E of Schedule 28 (*Staff Transfer*) and the provisions of Paragraph 6.9 of Schedule 25 (*Exit Management*) (together “**Third Party Provisions**”) confer benefits on persons named or identified in such provisions other than the Parties (each such person a “**Third Party Beneficiary**”) and are intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.
- 41.2 Each of the Services Recipients will be a Third Party Beneficiary for the purposes of CRTPA and may enforce the following provisions of the Contract pursuant to CRTPA:
- 41.2.1 Clauses 9.4-9.6 (Equipment and maintenance);
  - 41.2.2 Clause 12 (Records, reports and audits);
  - 41.2.3 Clause 18 (Authority data and security requirements);
  - 41.2.4 Clause 19 (Confidentiality);
  - 41.2.5 Clause 21 (Protection of Personal Data);
  - 41.2.6 Clause 23 (Limitations on liability); and
  - 41.2.7 Clause 32.2 (Exit management).
- 41.3 Subject to Clause 41.1, a person who is not a Party to this Contract has no right under the CRTPA to enforce any term of this Contract but this does not

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affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

- 41.4 No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of the Authority, which may, if given, be given on and subject to such terms as the Authority may determine.
- 41.5 Any amendments or modifications to this Contract may be made, and any rights created under Clause 41.1 may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

## 42 **NOTICES**

- 42.1 Any notices sent under this Contract must be in writing.
- 42.2 Subject to Clause 42.4, the following table sets out the method by which notices may be served under this Contract and the respective deemed time and proof of service:

Manner of Delivery	Deemed time of service	Proof of service
Email	9.00am on the first Working Day after sending	Dispatched as a pdf attachment to an e-mail to the correct e-mail address without any error message.
Personal delivery	On delivery, provided delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the next Working Day.	Properly addressed and delivered as evidenced by signature of a delivery receipt
Prepaid, Royal Mail Signed For™ 1st Class or other prepaid, next Working Day service providing proof of delivery.	At the time recorded by the delivery service, provided that delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the same Working Day (if delivery before 9.00am) or on the next Working Day (if after 5.00pm).	Properly addressed prepaid and delivered as evidenced by signature of a delivery receipt



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- 42.3 Notices shall be sent to the addresses set out below or at such other address as the relevant Party may give notice to the other Party for the purpose of service of notices under this Contract:

	Supplier	Authority
<b>Contact</b>	<div>████████████████████</div> <div>██████████████</div> <div>████████████████████</div> <div>████████████████████</div>	<div>████████████████</div> <div>████████████████████</div> <div>████████████████</div> <div>████████████████████</div> <div>████████</div> <div>████████████████████</div> <div>████████████████████</div> <div>████████</div>
<b>Address</b>	280 Bishopsgate, London, EC2M 4AG United Kingdom	Department for Science, Innovation and Technology 100 Parliament Street London SW1A 2BQ United Kingdom
<b>Email</b>	<div>████████████████████</div> <div>████████████████████</div>	<div>████████████████████</div> <div>████████████████████</div> <div>████████████████████</div>

- 42.4 Any of the Parties may change its address for service by serving a notice in accordance with this Clause.
- 42.5 The following notices may only be served as an attachment to an email if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in the table in Clause 42.2:
- (a) Step-In Notices;
  - (b) Force Majeure Notices;
  - (c) notices issued by the Supplier pursuant to Clause 31.3 (*Termination by the Supplier*);

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(d) Termination Notices; and

(e) Dispute Notices.

42.6 Failure to send any original notice by personal delivery or recorded delivery in accordance with Clause 42.4 shall invalidate the service of the related e-mail transmission. The deemed time of delivery of such notice shall be the deemed time of delivery of the original notice sent by personal delivery or Royal Mail Signed For™ 1st Class delivery (as set out in the table in Clause 42.2) or, if earlier, the time of response or acknowledgement by the other Party to the email attaching the notice.

42.7 This Clause 42 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution (other than the service of a Dispute Notice under Schedule 23 (*Dispute Resolution Procedure*)).

### **43 DISPUTES**

43.1 The Parties shall resolve Disputes arising out of or in connection with this Contract in accordance with the Dispute Resolution Procedure.

43.2 The Supplier shall continue to provide the Services in accordance with the terms of this Contract until a Dispute has been resolved.

### **44 COUNTERPARTS**

44.1 This 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 agreement.

44.2 The Parties agree to sign this Contract by electronic signature (whatever form the electronic signature takes) and that this method of signature is as conclusive of the Parties intention to be bound by this Contract as if signed by each Party's manuscript signature.

### **45 GOVERNING LAW AND JURISDICTION**

45.1 This Contract and any issues, disputes or claims (whether contractual or non-contractual) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.

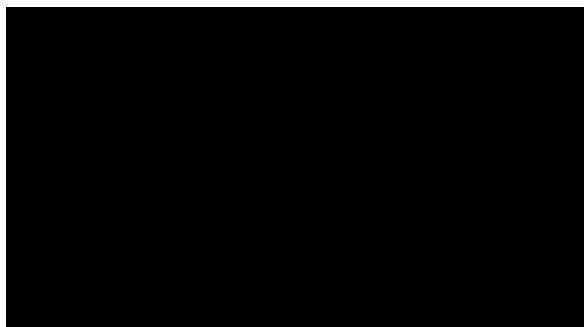
45.2 Subject to Clause 43 (*Disputes*) and Schedule 23 (*Dispute Resolution Procedure*) (including the Authority's right to refer the dispute to arbitration), the Parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) that arises out of or in connection with this Contract or its subject matter or formation.

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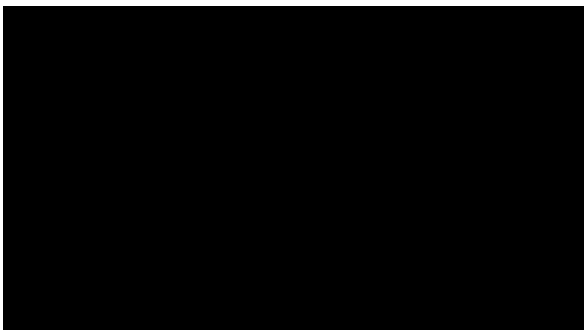
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This Contract has been duly executed by the Parties on the date which appears at the head of its page 1.

**SIGNED** for and on behalf of  
Cognizant Worldwide Limited by a  
director:



**SIGNED** for and on behalf of  
Secretary of State for Science,  
Innovation and Technology



## **SCHEDULE 1**

### **DEFINITIONS**

OFFICIAL  
**Matrix Programme**

Technology Solution and Systems Integration Services  
**Schedule 1 – Definitions**

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OFFICIAL  
**Matrix Programme**

Technology Solution and Systems Integration Services  
**Schedule 1 – Definitions**

**1. DEFINITIONS**

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

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**Schedule 1 – Definitions**

- 1.3.11 the headings in the Contract are for ease of reference only and shall not affect the interpretation or construction of the Contract; and
- 1.3.12 where the Buyer is a Crown Body it shall be treated as contracting with the Crown as a whole.
- 1.3.13 Any reference in this Contract which immediately before IP Completion Day (or such later date when relevant EU law ceases to have effect pursuant to Section 1A of the European Union (Withdrawal) Act 2018) is a reference to (as it has effect from time to time):
- (a) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement (“**EU References**”) which is to form part of domestic law by application of Section 3 of the European Union (Withdrawal) Act 2018 shall be read on and after IP Completion Day as a reference to the EU References as they form part of domestic law by virtue of Section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
  - (b) any EU institution or EU authority or other such EU body shall be read on and after IP Completion Day as a reference to the UK institution, authority or body to which its functions were transferred.
- 1.4 Where a standard, policy or document is referred to in this Contract by reference to a hyperlink, then if the hyperlink is changed or no longer provides access to the relevant standard, policy or document, the Supplier shall notify the Authority and the Parties shall update this Contract with a reference to the replacement hyperlink.

<b>"Accessible Digital Standards"</b>	means the standards set out in paragraph 6.1 of Schedule 4 (Standards);
<b>"Accounting Reference Date"</b>	means in each year the date to which the Supplier prepares its annual audited financial statements;
<b>"Achieve"</b>	<p>(a) in respect of a Test, to successfully pass a Test without any Test Issues; and</p> <p>(b) in respect of a Milestone, the issue of a Milestone Achievement Certificate in respect of that Milestone in accordance with the provisions of Schedule 14 (Testing Procedures),</p> <p>and "<b>Achieved</b>" and "<b>Achievement</b>" shall be construed accordingly;</p>

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**Schedule 1 – Definitions**

<b>██████████</b>	means ██████████, with registered details as set out in Schedule 11 (Third Party Contracts);
<b>“Affected Party”</b>	the Party seeking to claim relief in respect of a Force Majeure Event;
<b>“Affiliate”</b>	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;
<b>"ALB(s)"</b>	arm's length bodies of a Department;
<b>“Allowable Assumptions”</b>	the assumptions set out in Annex 5 of Schedule 15 (Charges and Invoicing);
<b>“Allowable Price”</b>	<p>in relation to the Retained Deliverables relating to a CPP Milestone, if any, an amount determined in accordance with the formula:</p> $A - B$ <p>where:</p> <p>(a) A is an amount equal to the Costs incurred by the Supplier in providing or developing the relevant Retained Deliverables as reflected in the Financial Model together with an amount equal to the Anticipated Contract Life Profit Margin thereon; and</p> <p>(b) B is an amount equal to the Allowable Price Adjustment relating to the relevant Retained Deliverables, if any, or if there is no such Allowable Price Adjustment, zero,</p> <p>provided that the Allowable Price for any Retained Deliverables shall in no circumstances exceed the aggregate amount of the Milestone Payments paid to the Supplier in respect of the Milestones (or in the case of Partial Termination, the Milestones for the parts of the Services terminated) relating to that CPP Milestone;</p>
<b>“Allowable Price Adjustment”</b>	has the meaning given in Clause 32.8(c) (Payments by the Supplier);
<b>"AMS"</b>	Application Management Services;



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**Schedule 1 – Definitions**

<b>"AMS Provider"</b>	a third party provider of AMS to be engaged by the Authority to provide AMS upon expiry of the Hypercare Period in accordance with the Implementation Plan, or the Supplier if the Authority engages the Supplier to provide such services;
<b>"Annual Contract Report"</b>	has the meaning given in Schedule 19 (Financial Reports and Audit Rights);
<b>"Annual Revenue"</b>	<p>means, for the purposes of determining whether an entity is a Public Sector Dependent Supplier, the audited consolidated aggregate revenue (including share of revenue of joint ventures and Associates) reported by the Supplier or, as appropriate, the Supplier Group in its most recent published accounts, subject to the following methodology:</p> <ul style="list-style-type: none"> <li>(a) figures for accounting periods of other than 12 months should be scaled pro rata to produce a proforma figure for a 12 month period; and</li> <li>(b) where the Supplier, the Supplier Group and/or their joint ventures and Associates report in a foreign currency, revenue should be converted to British Pound Sterling at the closing exchange rate on the Accounting Reference Date;</li> </ul>
<b>"Anticipated Contract Life Profit Margin"</b>	the anticipated Supplier Profit Margin over the Term as reflected in the Financial Model as updated from time to time in accordance with the Change Control Procedure and the provisions of Schedule 15 (Charges and Invoicing);
<b>"Application Management Service"</b>	application management services set further described in paragraph 4.1.2(e) of Schedule 2 (Services Description);
<b>"Approved Sub-Licensee"</b>	<p>any of the following:</p> <ul style="list-style-type: none"> <li>(a) a Central Government Body;</li> <li>(b) any third party providing services to a Central Government Body; and/or</li> <li>(c) any body (including any private sector body) which performs or carries on any of the functions and/or</li> </ul>

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	activities that previously had been performed and/or carried on by the Authority;
<b>“Artificial Intelligence Technology”</b>	means the simulation of human intelligence processes by computer systems which can, for a given set of human-defined objectives, generate outputs such as content, predictions, recommendations, or decisions;
<b>“Assets”</b>	all assets and rights used by the Supplier to provide the Services in accordance with this Contract but excluding the Authority Assets;
<b>"Assistive Technology"</b>	assistive, adaptive and rehabilitative software and hardware used to enable independence for people with disabilities, and includes the process used in selecting, locating and using such software and hardware;
<b>“Associated Person”</b>	has the meaning given to it in Section 44(4) of the Criminal Finances Act 2017;
<b>“Associates”</b>	means, in relation to an entity, an undertaking in which the entity owns, directly or indirectly, between 20% and 50% of the voting rights and exercises a degree of control sufficient for the undertaking to be treated as an associate under generally accepted accounting principles;
<b>“Assurance”</b>	means written confirmation from a Relevant Authority to the Supplier that the CRP Information is approved by the Relevant Authority;
<b>“ATP Milestone”</b>	the Milestone linked to Authority to Proceed for the relevant Operational Services set out in the Implementation Plan;
<b>“Audit”</b>	any exercise by the Authority of its Audit Rights pursuant to Clause 12 (Records, Reports and Audit) and Schedule 19 (Financial Reports and Audit Rights);
<b>“Audit Agents”</b>	<ul style="list-style-type: none"> <li>(a) the Authority’s internal and external auditors;</li> <li>(b) the Authority’s statutory or regulatory auditors;</li> <li>(c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;</li> </ul>

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	<p>(d) HM Treasury or the Cabinet Office;</p> <p>(e) any party formally appointed by the Authority to carry out audit or similar review functions; and</p> <p>(f) successors or assigns of any of the above;</p>
<b>“Audit Rights”</b>	the audit and access rights referred to in Schedule 19 (Financial Reports and Audit Rights);
<b>“Authority Assets”</b>	the Authority Materials, Authority IPR, the Authority infrastructure and any other data, software, assets, equipment or other property owned by and/or licensed or leased to the Authority and which is or may be used in connection with the provision or receipt of the Services;
<b>“Authority Background IPRs”</b>	<p>(a) IPRs owned by the Authority before the Effective Date, including IPRs contained in any of the Authority's Know-How, documentation, processes and procedures;</p> <p>(b) IPRs created by the Authority independently of this Contract; and/or</p> <p>(c) Crown Copyright which is not available to the Supplier otherwise than under this Contract;</p> <p>but excluding IPRs owned by the Authority subsisting in the Authority Software;</p>
<b>“Authority Cause”</b>	<p>any material breach by the Authority of any of the Authority Responsibilities, except to the extent that such breach is:</p> <p>(a) the result of any act or omission by the Authority to which the Supplier has given its prior consent; or</p> <p>(b) caused by the Supplier, any Sub-contractor or any Supplier Personnel;</p>
<b>“Authority Data”</b>	<p>the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and:</p> <p>(a) which are supplied to the Supplier by or on behalf of the Authority; and/or</p>

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	<p>(b) which the Supplier is required to generate, process, store or transmit pursuant to this Contract; and/or</p> <p>(c) which are contained in configuration documentation or similar; and</p> <p>(d) any Personal Data for which the Authority is the Controller;</p>
<b>“Authority IT Strategy”</b>	the Authority's IT policy in force as at the Effective Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Change Control Procedure;
<b>“Authority Materials”</b>	<p>the Authority Data together with any materials, documentation, information, programs and codes supplied by the Authority to the Supplier, the IPRs in which:</p> <p>(a) are owned or used by or on behalf of the Authority; and</p> <p>(b) are or may be used in connection with the provision or receipt of the Services,</p> <p>but excluding any Project Specific IPRs, Specially Written Software, Supplier Software, Third Party Software and Documentation relating to Supplier Software or Third Party Software;</p>
<b>“Authority Premises”</b>	premises owned, controlled or occupied by the Authority and/or any Central Government Body which are made available for use by the Supplier or its Sub-contractors for provision of the Services (or any of them);
<b>“Authority Representative”</b>	the representative appointed by the Authority pursuant to Clause 11.4 (Representatives);
<b>“Authority Requirements”</b>	the requirements of the Authority set out in Schedule 2 (Services Description), Schedule 3 (Performance Levels), Schedule 4, Schedule 5 (Security Management), Schedule 6 (Insurance Requirements), Schedule 13 (Implementation Plan), Schedule 24 (Reports and Records Provisions), Schedule 25 (Exit Management) and Schedule 26 (Service Continuity Plan and Corporate Resolution Planning);

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<b>“Authority Responsibilities”</b>	the responsibilities of the Authority specified in Schedule 7 (Authority Responsibilities);
<b>“Authority Software”</b>	software which is owned by or licensed to the Authority (other than under or pursuant to this Contract) and which is or will be used by the Supplier for the purposes of providing the Services;
<b>“Authority System”</b>	the Authority's or the BPO Supplier's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Authority or the BPO Supplier or the Supplier in connection with this Contract which is owned by the Authority and/or the BPO Supplier or licensed to it by a third party and which interfaces with the Supplier System or which is necessary for the Authority to receive the Services;
<b>“Authority to Proceed” or “ATP”</b>	the authorisation to the Supplier to commence the provision of the relevant Operational Services to the Authority, provided by the Authority in the form of a Milestone Achievement Certificate in respect of the ATP Milestone;
<b>“Balanced Scorecard Report”</b>	has the meaning given in Paragraph 1.1(b) of Part B of Schedule 3 (Performance Levels);
<b>“Baseline Security Requirements”</b>	the Authority's baseline security requirements, the current copy of which is contained in Annex 1 (Baseline Security Requirements), as updated from time to time by the Authority and notified to the Supplier;
<b>“Board”</b>	means the Supplier's board of directors;
<b>“Board Confirmation”</b>	means the written confirmation from the Board in accordance with Paragraph 8 of Schedule 18 (Financial Distress);
<b>"BPO Supplier" or "BPO"</b>	means the Authority's "business process outsourcing service provider", UK Shared Business Services;
<b>"Breach of Security"</b>	has the meaning given in Schedule 5 (Security Management);

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<b>“Breakage Costs Payment”</b>	has the meaning given in Schedule 16 (Payments on Termination);
<b>"BS"</b>	means as published by the British Standards Institution;
<b>"Business Hours"</b>	the normal weekly hours of operation for the Supplier's personnel being Monday to Friday 08:00 to 21:00;
<b>“Cabinet Office Markets and Suppliers Team”</b>	means the UK Government’s team responsible for managing the relationship between government and its Strategic Suppliers, or any replacement or successor body carrying out the same function;
<b>“Central Government Body”</b>	<p>a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <ul style="list-style-type: none"><li>(a) Government Department;</li><li>(b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</li><li>(c) Non-Ministerial Department; or</li><li>(d) Executive Agency;</li></ul>
<b>“Change”</b>	any change to this Contract;
<b>“Change Authorisation Note”</b>	a form setting out an agreed Contract Change which shall be substantially in the form of Annex 2 of Schedule 22 (Change Control Procedure);
<b>“Change Control Procedure”</b>	the procedure for changing this Contract set out in Schedule 22 (Change Control Procedure);
<b>“Change in Law”</b>	any change in Law which impacts on the performance of the Services which comes into force after the Effective Date;
<b>“Change Request”</b>	a written request for a Contract Change substantially in the form of Annex 1 ( <i>Change Request Form</i> );

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<b>“Charges”</b>	the charges for the provision of the Services set out in or otherwise calculated in accordance with Schedule 15 (Charges and Invoicing), including any Milestone Payment or Service Charge together with any charges for the Optional Services and "Charge" shall be construed accordingly;
<b>“Class 1 Transaction”</b>	has the meaning set out in the listing rules issued by the UK Listing Authority;
<b>"Cloud User"</b>	means any one or more of the Department of Health and Social Care, Department of Education, Attorney General's Office and His Majesty's Treasury;
<b>“CNI”</b>	means Critical National Infrastructure;
<b>“Commercially Sensitive Information”</b>	<p>the information listed in Schedule 9 (Commercially Sensitive Information) comprising the information of a commercially sensitive nature relating to:</p> <ul style="list-style-type: none"> <li>(a) the pricing of the Services;</li> <li>(b) details of the Supplier's IPRs; and</li> <li>(c) the Supplier's business and investment plans;</li> </ul> <p>which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss;</p>
<b>“Comparable Supply”</b>	the supply of services to another customer of the Supplier that are the same or similar to any of the Services;
<b>“Compensation for Unacceptable KPI Failure”</b>	has the meaning given in Clause 7.4(a) (Unacceptable KPI Failure);
<b>“Compensation Payment”</b>	has the meaning given in Schedule 16 (Payments on Termination);
<b>“Confidential Information”</b>	(a) Information, including all Personal Data, which (however it is conveyed) is provided by the Disclosing Party pursuant to or in anticipation of this Contract that relates to:

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	<ul style="list-style-type: none"><li>(i) the Disclosing Party Group; or</li><li>(ii) the operations, business, affairs, developments, intellectual property rights, trade secrets, know-how and/or personnel of the Disclosing Party Group;</li></ul> <p>(b) other Information provided by the Disclosing Party pursuant to or in anticipation of this Contract that is clearly designated as being confidential or equivalent or that ought reasonably to be considered to be confidential (whether or not it is so marked) which comes (or has come) to the Recipient's attention or into the Recipient's possession in connection with this Contract;</p> <p>(c) discussions, negotiations, and correspondence between the Disclosing Party or any of its directors, officers, employees, consultants or professional advisers and the Recipient or any of its directors, officers, employees, consultants and professional advisers in connection with this Contract and all matters arising therefrom; and</p> <p>(d) Information derived from any of the above, but not including any Information which:</p> <ul style="list-style-type: none"><li>(i) was in the possession of the Recipient without obligation of confidentiality prior to its disclosure by the Disclosing Party;</li><li>(ii) the Recipient obtained on a non-confidential basis from a third party who is not, to the Recipient's knowledge or belief, bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from disclosing the information to the Recipient;</li><li>(iii) was already generally available and in the public domain at the time of disclosure otherwise than by a breach of this Contract or breach of a duty of confidentiality;</li><li>(iv) was independently developed without access to the Confidential Information; or</li><li>(v) relates to the Supplier's:</li></ul>
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	(1) performance under this Contract; or failure to pay any Sub-contractor as required pursuant to Clause 15.15(a) (Supply Chain Protection);
<b>“Conflict of Interest”</b>	a conflict between the financial or personal duties of the Supplier or the Supplier Personnel and the duties owed to the Authority under the Contract, in the reasonable opinion of the Authority;
<b>“Contract Change”</b>	any change to this Contract other than an Operational Change;
<b>“Contract Inception Report”</b>	the initial financial model in a form agreed by the Supplier and the Authority in writing on or before the Effective Date;
<b>“Contracts Finder”</b>	the online government portal which allows suppliers to search for information about contracts as prescribed by Part 4 of the Public Contract Regulations 2015;
<b>“Contract Year”</b>	<p>(a) a period of 12 months commencing on the Effective Date; or</p> <p>(b) thereafter a period of 12 months commencing on each anniversary of the Effective Date;</p> <p>provided that the final Contract Year shall end on the expiry or termination of the Term;</p>
<b>“Control”</b>	the possession by person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and <b>“Controls”</b> and <b>“Controlled”</b> shall be interpreted accordingly;
<b>“Controller”</b>	has the meaning given in the UK GDPR or the EU GDPR as the context requires;
<b>“Corporate Change Event”</b>	<p>means:</p> <p>(a) any change of Control of the Supplier or a Parent Undertaking of the Supplier;</p> <p>(b) any change of Control of any member of the Supplier Group which, in the reasonable opinion of</p>

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	the Authority, could have a material adverse effect on the Services;
(c)	any change to the business of the Supplier or any member of the Supplier Group which, in the reasonable opinion of the Authority, could have a material adverse effect on the Services;
(d)	a Class 1 Transaction taking place in relation to the shares of the Supplier or any Parent Undertaking of the Supplier whose shares are listed on the main market of the London Stock Exchange plc;
(e)	an event that could reasonably be regarded as being equivalent to a Class 1 Transaction taking place in respect of the Supplier or any Parent Undertaking of the Supplier;
(f)	payment of dividends by the Supplier or the ultimate Parent Undertaking of the Supplier Group exceeding 25% of the Net Asset Value of the Supplier or the ultimate Parent Undertaking of the Supplier Group respectively in any 12 month period;
(g)	an order is made or an effective resolution is passed for the winding up of any member of the Supplier Group;
(h)	any member of the Supplier Group stopping payment of its debts generally or becoming unable to pay its debts within the meaning of section 123(1) of the Insolvency Act 1986 or any member of the Supplier Group ceasing to carry on all or substantially all its business, or any compromise, composition, arrangement or agreement being made with creditors of any member of the Supplier Group;
(i)	the appointment of a receiver, administrative receiver or administrator in respect of or over all or a material part of the undertaking or assets of any member of the Supplier Group; and/or
(j)	any process or events with an effect analogous to those in Paragraphs (e) to (g) inclusive above occurring to a member of the Supplier Group in a jurisdiction outside England and Wales;

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<b>“Corporate Change Event Grace Period”</b>	means a grace period agreed to by the Relevant Authority for providing CRP Information and/or updates to Service Continuity Plan after a Corporate Change Event;
<b>“Corporate Resolvability Assessment (Structural Review)”</b>	means part of the CRP Information relating to the Supplier Group to be provided by the Supplier in accordance with Paragraphs 2 and Annex 2: Corporate Resolvability Assessment (Structural Review) of Schedule 26 (Service Continuity Plan and Corporate Resolution Planning);
<b>“Costs”</b>	has the meaning given in Schedule 15 (Charges and Invoicing);
<b>“CPP Milestone”</b>	a contract performance point as set out in the Implementation Plan, being the Milestone at which the Supplier has demonstrated that the Service System or relevant Service is working satisfactorily in its Operating Environment in accordance with Schedule 14 (Testing Procedures);
<b>“Critical National Infrastructure”</b>	<p>means those critical elements of UK national infrastructure (namely assets, facilities, systems, networks or processes and the essential workers that operate and facilitate them), the loss or compromise of which could result in:</p> <p>(a) major detrimental impact on the availability, integrity or delivery of essential services – including those services whose integrity, if compromised, could result in significant loss of life or casualties – taking into account significant economic or social impacts; and/or</p> <p>(b) significant impact on the national security, national defence, or the functioning of the UK;</p>
<b>“Critical Performance Failure”</b>	<p>(a) the Supplier accruing in aggregate 4 or more Service Points (in terms of the number of points allocated) in any period of <b>3</b> months; or</p> <p>(b) the Supplier accruing Service Credits or Compensation for Unacceptable KPI Failure which meet or exceed the Service Credit Cap;</p>
<b>“Critical Service Contract”</b>	means the overall status of the Services provided under this Contract as determined by the Authority and specified

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	in Paragraph 1.1 of Part B to Schedule 26 (Service Continuity Plan and Corporate Resolution Planning);
<b>“Crown Body”</b>	means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
<b>“Crown Copyright”</b>	has the meaning given in the Copyright, Designs and Patents Act 1988
<b>“CRP Information”</b>	means the Corporate Resolution Planning Information, together, the:  (a) Exposure Information (Contracts List);  (b) Corporate Resolvability Assessment (Structural Review); and  (c) Financial Information and Commentary;
<b>“CRTPA”</b>	the Contracts (Rights of Third Parties) Act 1999;
<b>"Cyber Essentials"</b>	the Cyber Essentials certificate issued under the Cyber Essentials Scheme;
<b>"Cyber Essentials Plus"</b>	the Cyber Essentials Plus certificate issued under the Cyber Essentials Scheme;
<b>"Cyber Essentials Scheme"</b>	the Cyber Essentials scheme operated by the NCSC;
<b>“Data Loss Event”</b>	any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
<b>"Data Migration"</b>	migration of all Matrix Departments' data from their current back-office systems to the Supplier Solution in accordance with the requirements set out in Appendix 1 of Schedule 2;

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<b>“Data Protection Impact Assessment”</b>	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
<b>“Data Protection Legislation”</b>	<p>(a) the UK GDPR;</p> <p>(b) the DPA 2018 to the extent that it relates to processing of personal data and privacy;</p> <p>(c) all applicable Law about the processing of personal data and privacy; and</p> <p>(to the extent that it applies) the EU GDPR;</p>
<b>“Data Subject”</b>	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
<b>“Data Subject Request”</b>	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to their Personal Data;
<b>“Deductions”</b>	all Service Credits, Compensation for Unacceptable KPI Failure, Delay Payments or any other deduction which is paid or payable to the Authority under this Contract;
<b>“Default”</b>	<p>any breach of the obligations of the relevant Party (including abandonment of this Contract in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence or statement:</p> <p>(a) in the case of the Authority, of its employees, servants, agents; or</p> <p>(b) in the case of the Supplier, of its Sub-contractors or any Supplier Personnel,</p> <p>in connection with or in relation to the subject-matter of this Contract and in respect of which such Party is liable to the other;</p>
<b>“Defect”</b>	<p>any error, damage or defect in the manufacturing of a Deliverable; or</p> <p>(a) any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or</p>

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	<p>(b) any failure of any Deliverable to provide the performance, features and functionality specified in the Authority Requirements or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from meeting its associated Test Success Criteria; or</p> <p>(c) any failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the performance, features and functionality specified in the Authority Requirements or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from meeting its associated Test Success Criteria;</p>
<b>“Delay”</b>	<p>(a) a delay in the Achievement of a Milestone by its Milestone Date; or</p> <p>(b) a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan;</p>
<b>“Delay Deduction Period”</b>	the period of one hundred (100) days commencing on the relevant Milestone Date;
<b>“Delay Payments”</b>	the amounts payable by the Supplier to the Authority in respect of a Delay in Achieving a Key Milestone as specified in Schedule 15 (Charges and Invoicing);
<b>“Deliverable”</b>	an item or feature delivered or to be delivered by the Supplier at or before a Milestone Date or at any other stage during the performance of this Contract;
<b>“Dependent Parent Undertaking”</b>	means any Parent Undertaking which provides any of its Subsidiary Undertakings and/or Associates, whether directly or indirectly, with any financial, trading, managerial or other assistance of whatever nature, without which the Supplier would be unable to continue the day to day conduct and operation of its business in the same manner as carried on at the time of entering into this Contract, including for the avoidance of doubt the provision of the Services in accordance with the terms of this Contract;

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<b>“Detailed Implementation Plan”</b>	the plan developed and revised from time to time in accordance with Paragraphs 3 and 4 of Schedule 13 (Implementation Plan);
<b>“Disclosing Party”</b>	has the meaning given in Clause 19.1 (Confidentiality);
<b>“Disclosing Party Group”</b>	<p>(a) where the Disclosing Party is the Supplier, the Supplier and any Affiliates of the Supplier; and</p> <p>(b) where the Disclosing Party is the Authority, the Authority and any Central Government Body with which the Authority or the Supplier interacts in connection with this Contract;</p>
<b>“Dispute”</b>	any dispute, difference or question of interpretation arising out of or in connection with this Contract, including any dispute, difference or question of interpretation relating to the Services, failure to agree in accordance with the Change Control Procedure or any matter where this Contract directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure;
<b>“Dispute Notice”</b>	a written notice served by one Party on the other stating that the Party serving the notice believes that there is a Dispute;
<b>“Dispute Resolution Procedure”</b>	the dispute resolution procedure set out in Schedule 23 (Dispute Resolution Procedure);
<b>“Documentation”</b>	<p>descriptions of the Services and Performance Indicators, details of the Supplier System (including (i) vendors and versions for off-the-shelf components and (ii) source code and build information for proprietary components), relevant design and development information, technical specifications of all functionality including those not included in standard manuals (such as those that modify system performance and access levels), configuration details, test scripts, user manuals, operating manuals, process definitions and procedures, and all such other documentation as:</p> <p>(a) is required to be supplied by the Supplier to the Authority under this Contract;</p>

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	<p>(b) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Authority to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide Services;</p> <p>(c) is required by the Supplier in order to provide the Services; and/or</p> <p>(d) has been or shall be generated for the purpose of providing the Services;</p>
<b>“DOTAS”</b>	the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to national insurance contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;
<b>“DPA 2018”</b>	the Data Protection Act 2018;
<b>“Due Diligence Information”</b>	any information made available through access to Sites or supplied to the Supplier by or on behalf of the Authority prior to the Effective Date;
<b>“Effective Date”</b>	<p>the later of:</p> <p>(a) the date on which this Contract is signed by both Parties; and</p> <p>(b) the date on which the Condition Precedent has been satisfied or waived in accordance with Clause 4.2 (Condition Precedent);</p>
<b>“EIRs”</b>	the Environmental Information Regulations 2004, together with any guidance and/or codes of practice issued by the Information Commissioner or any Central Government Body in relation to such Regulations;
<b>“Emergency Maintenance”</b>	ad hoc and unplanned maintenance provided by the Supplier where:



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	<p>(a) the Authority reasonably suspects that the IT Environment or the Services, or any part of the IT Environment or the Services, has or may have developed a fault, and notifies the Supplier of the same; or</p> <p>(b) the Supplier reasonably suspects that the IT Environment or the Services, or any part the IT Environment or the Services, has or may have developed a fault;</p>
<b>“Employee Liabilities”</b>	<p>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:</p> <p>(a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;</p> <p>(b) unfair, wrongful or constructive dismissal compensation;</p> <p>(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;</p> <p>(d) compensation for less favourable treatment of part-time workers or fixed term employees;</p> <p>(e) outstanding employment debts and unlawful deduction of wages including any PAYE and national insurance contributions;</p> <p>(f) employment claims whether in tort, contract or statute or otherwise;</p> <p>(c) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body</p>

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	and of implementing any requirements which may arise from such investigation;
<b>"Employer Pension Contributions"</b>	such employer pension contributions, charges or costs incurred by the Supplier which have been expressly agreed by the Authority in writing to constitute 'Employer Pension Contributions';
<b>"Employment Regulations"</b>	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced;
<b>"End User"</b>	any person authorised by the Authority to use and/or access the ICT Environment, BPO Services or data including: Authority Personnel, Supplier Personnel and Other Suppliers' personnel;
<b>"Enterprise Resource Planning" or "ERP"</b>	a centralised system that integrates all major enterprise functions including but not limited to HR, Planning, Procurement, Sales, Finance and/or Analytics;
<b>"Estimated Year 1 Charges"</b>	the estimated Charges payable by the Authority during the first Contract Year, as set out in the Financial Model;
<b>"Estimated Initial Service Charges"</b>	the estimated Service Charges payable by the Authority during the period of 12 months from the first Operational Service Commencement Date, as set out in the Financial Model;
<b>"EEA"</b>	European Economic Area;
<b>"EU GDPR"</b>	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law;
<b>"EU"</b>	European Union;
<b>"Exit Management"</b>	services, activities, processes and procedures to ensure a smooth and orderly transition of all or part of the Services from the Supplier to the Authority and/or a Replacement Supplier, as set out or referred to in Schedule 25 (Exit Management);

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<b>“Exit Plan”</b>	the plan produced and updated by the Supplier during the Term in accordance with Paragraph 4 of Schedule 25 (Exit Management);
<b>“Expedited Dispute Timetable”</b>	the reduced timetable for the resolution of Disputes set out in Paragraph 3 of Schedule 23 (Dispute Resolution Procedure);
<b>“Expert”</b>	has the meaning given in Schedule 23 (Dispute Resolution Procedure);
<b>“Expert Determination”</b>	the process described in Paragraph 6 of Schedule 23 (Dispute Resolution Procedure);
<b>“Exposure Information (Contracts List)”</b>	means part of the CRP Information relating to the Supplier Group to be provided by the Supplier in accordance with Paragraphs 2 and Annex 1 of Part B of Schedule 26 (Service Continuity Plan and Corporate Resolution Planning);
<b>“Extension Period”</b>	a period of 2 years from the end of the Initial Term;
<b>“Financial Distress Event”</b>	the occurrence of one or more of the events listed in Paragraph 3.1 of Schedule 18 (Financial Distress);
<b>“Financial Information and Commentary”</b>	means part of the CRP Information requirements set out in accordance with Paragraphs 2 and Annex 3 of Part B of Schedule 26 (Service Continuity Plan and Corporate Resolution Planning);
<b>“Financial Distress Remediation Plan”</b>	a plan setting out how the Supplier will ensure the continued performance and delivery of the Services in accordance with this Contract in the event that a Financial Distress Event occurs. This plan should include what the Authority would need to put in place to ensure performance and delivery of the Services in accordance with this Contract up to and including any Insolvency Event in respect of the relevant FDE Group entity and may refer to the Insolvency Continuity Plan in this regard;
<b>“Financial Model”</b>	has the meaning given in Schedule 19 (Financial Reports and Audit Rights);

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<b>“Financial Reports”</b>	has the meaning given in Schedule 19 (Financial Reports and Audit Rights);
<b>“Financial Transparency Objectives”</b>	has the meaning given in Schedule 19 (Financial Reports and Audit Rights);
<b>“FOIA”</b>	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or any relevant Central Government Body in relation to such Act;
<b>“Force Majeure Event”</b>	any event outside the reasonable control of either Party affecting its performance of its obligations under this Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including riots, war or armed conflict, acts of terrorism, acts of government, local government or regulatory bodies, fire, flood, storm or earthquake, or other natural disaster but excluding any industrial dispute relating to the Supplier or the Supplier Personnel or any other failure in the Supplier’s or a Sub-contractor’s supply chain;
<b>“Force Majeure Notice”</b>	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
<b>"Forecast Contingency Costs"</b>	the costs which the Supplier forecasts may be incurred in relation to the risks and contingencies that are identified in the Financial Risk Register, such costs being those set out in the column headed 'Forecast Contingency Costs' in the Financial Risk Register (as such costs are updated from time to time);
<b>“Former Supplier”</b>	has the meaning given in Schedule 28 (Staff Transfer);
<b>“General Anti-Abuse Rule”</b>	<p>(a) the legislation in Part 5 of the Finance Act 2013; and</p> <p>(b) any future legislation introduced into Parliament to counteract tax advantages arising from abusive</p>

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	arrangements to avoid national insurance contributions;
<b>“General Change in Law”</b>	a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
<b>"Go Live"</b>	the point in time at which the Service System is moved into the production instance and transactional processing and access is enabled to the End Users;
<b>“Good Industry Practice”</b>	at any time the exercise of that degree of care, skill, diligence, prudence, efficiency, foresight and timeliness which would be reasonably expected at such time from a leading and expert supplier of services similar to the Services to a customer like the Authority, such supplier seeking to comply with its contractual obligations in full and complying with applicable Laws;
<b>“Goods”</b>	has the meaning given in Clause 9.7 (Supply of Goods);
<b>“Halifax Abuse Principle”</b>	the principle explained in the CJEU Case C-255/02 Halifax and others;
<b>“Health and Safety Policy”</b>	the health and safety policy of the Authority and/or other relevant Central Government Body as provided to the Supplier on or before the Effective Date and as subsequently provided to the Supplier from time to time except any provision of any such subsequently provided policy that cannot be reasonably reconciled to ensuring compliance with applicable Law regarding health and safety;
<b>“HMRC”</b>	HM Revenue & Customs;
<b>"Hypercare " or "Hypercare Services "</b>	an elevated level of support provided by the Supplier from the Hypercare Service Commencement Date to closely monitor customer service (for technical elements of the Supplier Solution), data integrity, and the smooth functioning of the implemented Service System or part of the Service System in accordance with the requirements set out in Appendix 1 of Schedule 2;

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<b>"Hypercare Period"</b>	the period during which the Supplier shall provide Hypercare Services for a Service System, commencing on the relevant Hypercare Services Commencement Date and ending twelve (12) weeks following Go Live of the relevant Service System;
<b>"Hypercare Service Commencement Date"</b>	the period of time immediately following "Go Live" of the Service System, or part thereof, in the production environment; the date as notified by the Authority once the ATP Milestone has been Achieved for each onboarding;
<b>"Impact Assessment"</b>	has the meaning given in Schedule 22 (Change Control Procedure);
<b>"Implementation Plan"</b>	the Outline Implementation Plan or (if and when approved by the Authority pursuant to Paragraph 3 of Schedule 13 (Implementation Plan)) the Detailed Implementation Plan as updated in accordance with Paragraph 4 of Schedule 13 (Implementation Plan) from time to time;
<b>"Implementation Services"</b>	the implementation services described as such in the Services Description;
<b>"Implementation Services Commencement Date"</b>	the date on which the Supplier is to commence provision of the first of the Implementation Services, being as set out in the Implementation Plan;
<b>"Indemnified Person"</b>	the Authority and each and every person to whom the Authority (or any direct or indirect sub-licensee of the Authority) sub-licenses, assigns or novates any Relevant IPRs or rights in Relevant IPRs in accordance with this Contract;
<b>"Independent Controller"</b>	a party which is Controller of the same Personal Data as the other Party and there is no element of joint control with regards to that Personal Data;
<b>"Information"</b>	all information of whatever nature, however conveyed and in whatever form, including in writing, orally, by demonstration, electronically and in a tangible, visual or machine-readable medium (including CD-ROM, magnetic and digital form);

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<b>“Initial Term”</b>	the period of <b>5 years</b> from and including the Effective Date;
<b>“Initial Upload Date”</b>	means the occurrence of an event detailed in Schedule 24 (Reports and Records Provisions) Annex 3: (Records To Upload To Virtual Library) which requires the Supplier to provide its initial upload of the relevant information to the Virtual Library;
<b>“Insolvency Event”</b>	<p>with respect to any person, means:</p> <ul style="list-style-type: none"> <li>(a) that person 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, or: <ul style="list-style-type: none"> <li>(i) (being a company or a LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or</li> <li>(ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986;</li> </ul> </li> <li>(b) that person 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 person with one or more other companies or the solvent reconstruction of that person;</li> <li>(c) another person becomes entitled to appoint a receiver over the assets of that person or a receiver is appointed over the assets of that person;</li> <li>(d) a creditor or encumbrancer of that person 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 that person’s assets and such attachment or process is not discharged within fourteen (14) days;</li> </ul>

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	<p>(e) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;</p> <p>(f) where that person is a company, a LLP or a partnership:</p> <p>(i) a petition is presented (which is not dismissed within fourteen (14) days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that person other than for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;</p> <p>(ii) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at Court or given or if an administrator is appointed, over that person;</p> <p>(iii) (being a company or a LLP) the holder of a qualifying floating charge over the assets of that person has become entitled to appoint or has appointed an administrative receiver; or</p> <p>(iv) (being a partnership) the holder of an agricultural floating charge over the assets of that person has become entitled to appoint or has appointed an agricultural receiver; or</p> <p>any event occurs, or proceeding is taken, with respect to that person in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;</p>
“Intellectual Property Rights” or “IPRs”	<p>(a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in Internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>(b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that</p>



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	<p>are capable of being registered in any country or jurisdiction; and</p> <p>(c) all other rights having equivalent or similar effect in any country or jurisdiction;</p>
<b>“Intervention Cause”</b>	has the meaning given in Clause 27.1 (Remedial Adviser);
<b>“Intervention Notice”</b>	has the meaning given in Clause 27.1 (Remedial Adviser);
<b>“Intervention Period”</b>	has the meaning given in Clause 27.2(c) (Remedial Adviser);
<b>“Intervention Trigger Event”</b>	<p>(a) any event falling within limb (a), (b), (c), (e), (f) or (g) of the definition of a Supplier Termination Event;</p> <p>(b) a Default by the Supplier that is materially preventing or materially delaying the performance of the Services or any material part of the Services;</p> <p>(c) the Supplier accruing in aggregate <b>3</b> or more Service Points (in terms of the number of points allocated) in any period of <b>3</b> months;</p> <p>(d) the Supplier accruing Service Credits which meet or exceed 75% of the Service Credit Cap; and/or</p> <p>the Supplier not Achieving a Key Milestone within seventy-five (75) days of its relevant Milestone Date;</p>
<b>“IP Completion Day”</b>	has the meaning given to it in the European Union (Withdrawal Agreement) Act 2020;
<b>“IPRs Claim”</b>	any claim against any Indemnified Person of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any Relevant IPRs save for any such claim to the extent that it is caused by any use by or on behalf of that Indemnified Person of any Relevant IPRs, or the use of the Authority Software by or on behalf of the Supplier, in either case in combination with any item not supplied or recommended by the Supplier pursuant to this Contract or for a purpose not reasonably to be inferred from the Services Description or the provisions of this Contract;

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<b>“IT”</b>	information and communications technology;
<b>“IT Environment”</b>	Any ICT systems environment (consisting of hardware, software and/or telecommunications networks or equipment) connected with the provision of the Services including Live Environments and Non-Live Environments;
<b>"IT Health Check"</b>	has the meaning given in Schedule 5 (Security Management);
<b>"ITIL Software Scheme"</b>	the endorsement for software vendors who develop ITIL-based tools;
<b>“Joint Controllers”</b>	where two or more Controllers jointly determine the purposes and means of processing;
<b>“Key Milestone”</b>	the Milestones identified in the Implementation Plan as key milestones and in respect of which Delay Payments may be payable in accordance with Paragraph 1 of Part C of Schedule 15 (Charges and Invoicing) if the Supplier fails to Achieve the Milestone Date in respect of such Milestone;
<b>“Key Performance Indicator”</b>	the key performance indicators set out in Table 1 of Part A of Annex 1 of Schedule 3 (Performance Levels);
<b>“Key Personnel”</b>	those persons appointed by the Supplier to fulfil the Key Roles, being the persons listed in Schedule 29 (Key Personnel) against each Key Role as at the Effective Date or as amended from time to time in accordance with Clauses 14.5 and 14.6 (Key Personnel);
<b>“Key Roles”</b>	a role described as a Key Role in Schedule 29 (Key Personnel) and any additional roles added from time to time in accordance with Clause 14.4 (Key Personnel);
<b>“Key Sub-contract”</b>	each Sub-contract with a Key Sub-contractor;
<b>“Key Sub-contractor”</b>	any Sub-contractor:  (a) which, in the opinion of the Authority, performs (or would perform if appointed) a critical role in the provision of all or any part of the Services; and/or

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	(b) with a Sub-contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under this Contract (as set out in the Financial Model);
<b>“Know-How”</b>	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know how relating to the Services but excluding know how already in the other Party’s possession before this Contract;
<b>“KPI Failure”</b>	a failure to meet the Target Performance Level in respect of a Key Performance Indicator;
<b>“KPI Service Threshold”</b>	shall be as set out against the relevant Key Performance Indicator in Table 1 of Part A of Annex 1 of Schedule 3 (Performance Levels);
<b>“Law”</b>	any law, statute, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of the European Union (Withdrawal) Act 2018 as amended by European Union (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;
<b>“LED”</b>	Law Enforcement Directive (Directive (EU) 2016/680);
<b>“Licensed Software”</b>	all and any Software licensed by or through the Supplier, its Sub-contractors or any third party to the Authority for the purposes of or pursuant to this Contract, including any Supplier Software, Third Party Software and/or any Specially Written Software;
<b>"Live Environment"</b>	any ICT Environment used by the Authority, BPO Supplier, Former Suppliers or Other Suppliers to provide services to End Users;
<b>“Losses”</b>	losses, liabilities, damages, costs and expenses (including legal fees on a solicitor/client basis) and disbursements and costs of investigation, litigation, settlement, judgment interest and penalties whether arising in contract, tort

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	(including negligence), breach of statutory duty or otherwise;
<b>“Maintenance Schedule”</b>	shall have the meaning set out in Clause 9.4 (Maintenance);
<b>“Malicious Software”</b>	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
<b>“Management Information”</b>	the management information specified in Schedule 3 (Performance Levels), Schedule 15 (Charges and Invoicing) and Schedule 21 (Governance) to be provided by the Supplier to the Authority and any other management information recorded by the Supplier that the Authority requests from time to time to inform, validate and provide further insight into the Supplier's provision of Services;
<b>“Material KPI Failure”</b>	(a) a Serious KPI Failure; (b) a Severe KPI Failure; or a failure by the Supplier to meet a KPI Service Threshold;
<b>“Material PI Failure”</b>	(a) a failure by the Supplier to meet the PI Service Threshold in respect of 25% or more of the Subsidiary Performance Indicators that are measured in that Service Period; and/or (b) a failure by the Supplier to meet the Target Performance Level in respect of 50% or more of the Subsidiary Performance Indicators that are measured in that Service Period;
<b>"Matrix Cluster" or “Matrix Cluster Departments”</b>	means the cluster of Government Departments and arm's length bodies that includes: (a) Attorney General's office (AGO); (b) Cabinet Office (CO); (c) Department for Business and Trade (DBT);

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	<p>(d) Department for Culture Media and Sport (DCMS);</p> <p>(e) Department for Education (DfE);</p> <p>(f) Department for Energy Security and Net Zero (DESNZ);</p> <p>(g) Department for Health and Social Care (DHSC);</p> <p>(h) Department for Science, Innovation and Technology (DSIT);</p> <p>(i) HM Treasury (HMT); and</p> <p>(j) such ALBs that sit under the Departments;</p>
<b>"Matrix Design Principles"</b>	means the rules and guidelines that will help guide design related delivery outcomes of the Authority in delivery of the system and service transformation as set out in Appendix 2 of Schedule 2;
<b>"Matrix Enterprise Architecture Principles"</b>	means the general rules and guidelines to inform and support the way in which Matrix Program fulfils its mission as set out in Appendix 3 of Schedule 2.
<b>"Measurement Period"</b>	in relation to a Key Performance Indicator or Subsidiary Performance Indicator, the period over which the Supplier's performance is measured (for example, a Service Period if measured monthly or a 12 month period if measured annually);
<b>"Milestone"</b>	an event or task described in the Implementation Plan which, if applicable, shall be completed by the relevant Milestone Date;
<b>"Milestone Achievement Certificate"</b>	the certificate to be granted by the Authority when the Supplier has Achieved a Milestone, which shall be in substantially the same form as that set out in Annex 3 of Schedule 14 (Testing Procedures);
<b>"Milestone Adjustment Payment Amount"</b>	<p>in respect of each CPP Milestone the subject of a Milestone Adjustment Payment Notice, an amount determined in accordance with the formula:</p> $A - B$ <p>where:</p>

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	<p>(a) A is an amount equal to the aggregate sum of all Milestone Payments paid to the Supplier in respect of the Milestones (or in the case of Partial Termination, the Milestones for the parts of the Services terminated) relating to that CPP Milestone; and</p> <p>(b) B is an amount equal to the aggregate Allowable Price for the Retained Deliverables relating to that CPP Milestone or, if there are no such Retained Deliverables, zero;</p>
<b>“Milestone Adjustment Payment Notice”</b>	has the meaning given in Clause 32.7 (Payments by the Supplier);
<b>“Milestone Date”</b>	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
<b>“Milestone Payment”</b>	a payment identified in Schedule 15 (Charges and Invoicing) to be made following the issue of a Milestone Achievement Certificate;
<b>“Milestone Retention”</b>	has the meaning given in Schedule 15 (Charges and Invoicing);
<b>“Minor KPI Failure”</b>	shall be as set out against the relevant Key Performance Indicator in Table 1 of Part A of Annex 1 of Schedule 3 (Performance Levels);
<b>“Modern Slavery Assessment Tool”</b>	means the modern slavery risk identification and management tool which can be found online at: <a href="https://supplierregistration.cabinetoffice.gov.uk/msat">https://supplierregistration.cabinetoffice.gov.uk/msat</a>
<b>“month”</b>	a calendar month and <b>“monthly”</b> shall be interpreted accordingly;
<b>“Multi-Party Dispute Resolution Procedure”</b>	has the meaning given in Paragraph 9.1 of Schedule 28 (Staff Transfer) of Schedule 23 (Dispute Resolution Procedure);

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<b>██████</b>	means ██████████, with registered details as set out in Schedule 11;
<b>“Multi-Party Procedure Initiation Notice”</b>	has the meaning given in Paragraph 9.2 of Schedule 23 (Dispute Resolution Procedure);
<b>“NCSC”</b>	the National Cyber Security Centre or any replacement or successor body carrying out the same function;
<b>“New Releases”</b>	an item produced primarily to extend, alter or improve the Software and/or any Deliverable by providing additional functionality or performance enhancement (whether or not defects in the Software and/or Deliverable are also corrected) while still retaining the original designated purpose of that item;
<b>"Non-live ICT Environment"</b>	any ICT Environment used by the Authority, the BPO Supplier, Former Suppliers or Other Suppliers for the development and testing of the Services, configuration items, Releases and processes, including any testing and any training in the use of the Services;
<b>“Non-trivial Customer Base”</b>	a significant customer base with respect to the date of first release and the relevant market but excluding Affiliates and other entities related to the licensor;
<b>“Non-retained Deliverables”</b>	in relation to a CPP Milestone Payment Notice and each CPP Milestone the subject of that CPP Milestone Payment Notice, Deliverables provided to the Authority which relate to the relevant CPP Milestone(s) and which are not Retained Deliverables;
<b>“Notifiable Default”</b>	shall have the meaning given in Clause 25.1 (Rectification Plan Process);
<b>“Object Code”</b>	software and/or data in machine-readable, compiled object code form;
<b>“Occasion of Tax Non-Compliance”</b>	any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of:  (a) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or

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	<p>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;</p> <p>(b) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or</p> <p>(c) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Effective Date or to a civil penalty for fraud or evasion;</p>
<b>“Onboarding”</b>	means the process by which RAP Departments and/or ALBs are brought onto the new Solution in the live (production) SaaS environment;
<b>“Open Source”</b>	computer Software that is released on the internet for use by any person, such release usually being made under a recognised open source licence and stating that it is released as open source;
<b>“Operating Environment”</b>	the Authority System and the Sites;
<b>“Operational Change”</b>	<p>any change in the Supplier's operational procedures which in all respects, when implemented:</p> <p>(a) will not affect the Charges and will not result in any other costs to the Authority;</p> <p>(b) may change the way in which the Services are delivered but will not adversely affect the output of the Services or increase the risks in performing or receiving the Services;</p> <p>(c) will not adversely affect the interfaces or interoperability of the Services with any of the Authority's IT infrastructure; and</p> <p>will not require a change to this Contract;</p>



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<b>“Operational Service Commencement Date”</b>	(a) in relation to a Service Element, the date identified in the Implementation Plan being the later of: the date upon which the Supplier Achieves the relevant ATP Milestone; and  (b) the date upon which the operational Service Element is to commence following the Achievement of the relevant ATP Milestone;
<b>“Operational Services”</b>	any services other than the Implementation Services;
<b>“Optional Services”</b>	the services described as such in Schedule 2 (Services Description) which are to be provided by the Supplier if required by the Authority in accordance with Clause 5.10 (Optional Services);
<b>“Optional Services Implementation Plan”</b>	the implementation plan to effect the Optional Services agreed between the Parties prior to the Effective Date and, if not agreed prior to the Effective Date, to be developed by the Supplier and approved by the Authority;
<b>“Other Supplier”</b>	any supplier to the Authority (other than the Supplier) which is notified to the Supplier from time to time and Former Suppliers who have ceased to supply all of their Services in full;
<b>“Outline Implementation Plan”</b>	the outline plan set out at Annex 1 of Schedule 13 (Implementation Plan);
<b>"Overhead"</b>	those amounts which are intended to recover a proportion of the Supplier's or the Key Sub-contractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Personnel and accordingly included within limb (a) of the definition of "Costs";
<b>“Parent Undertaking”</b>	has the meaning set out in section 1162 of the Companies Act 2006;
<b>“Partial Termination”</b>	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 31.2(b) (Termination by the

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	Authority) or 31.3(b) (Termination by the Supplier) or otherwise by mutual agreement by the Parties;
<b>“Parties”</b> and <b>“Party”</b>	have the meanings respectively given on page 1 of this Contract;
<b>“Performance Failure”</b>	a KPI Failure or a PI Failure;
<b>“Performance Indicators”</b>	the Key Performance Indicators and the Subsidiary Performance Indicators;
<b>“Permitted Maintenance”</b>	has the meaning given in Clause 9.4 (Maintenance);
<b>“Performance Monitoring Report”</b>	has the meaning given in Schedule 3 (Performance Levels);
<b>“Personal Data”</b>	has the meaning given in the UK GDPR or the EU GDPR as the context requires;
<b>“Personal Data Breach”</b>	has the meaning given in the UK GDPR or the EU GDPR as the context requires;
<b>"Phase"</b>	the order of Implementation of the Supplier Solution, separated into different Departments and ALBs;
<b>"Phase 1A" or "P1A"</b>	Onboarding of Cabinet Office (CO) and Department for Culture, Media & Sport (DCMS);
<b>"Phase 1B" or "P1B"</b>	Onboarding of Department for Science, Innovation, and Technology (DSIT), Department for Energy Security and Net Zero (DESNZ), and Department for Business and Trade (DBT);
<b>"Phase 2" or "P2"</b>	Onboarding of Cloud Users;
<b>“PI Failure”</b>	a failure to meet the Target Performance Level in respect of a Subsidiary Performance Indicator;
<b>“PI Service Threshold”</b>	shall be as set out against the relevant Subsidiary Performance Indicator in Table 2 in Part A of Annex 1 of Schedule 3 (Performance Levels);

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<b>"Post Deployment Testing"</b>	the final sanity check of key functionality in the new system during the cut over phase before releasing to end users;
<b>"Preceding Services"</b>	has the meaning given in Clause 5.2(b) (Standard of Services);
<b>"Prescribed Person"</b>	a legal adviser, an MP, or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', available online at: <a href="https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies">https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies</a> , as updated from time to time;
<b>"Processor"</b>	has the meaning given to it under the UK GDPR or the EU GDPR as the context requires;
<b>"Processor Personnel"</b>	means all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Sub-processor engaged in the performance of its obligations under this Contract;
<b>"Programme Board"</b>	the body described in Paragraph 5 of Schedule 21 (Governance);
<b>"Programme" or "Matrix Programme"</b>	means the Authority's collective term for the Matrix Cluster Departments, comprising rapid adopting departments, Cloud Users and ALBs which are mandated to create a shared service and technology offering through a single programme;
<b>"Prohibited Act"</b>	<p>(a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage to:</p> <p style="margin-left: 40px;">(i) induce that person to perform improperly a relevant function or activity; or</p> <p style="margin-left: 40px;">(ii) reward that person for improper performance of a relevant function or activity;</p> <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</p>

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	<p>of a relevant function or activity in connection with this Contract;</p> <p>(c) an offence:</p> <p>(i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act);</p> <p>(ii) under legislation or common law concerning fraudulent acts; or</p> <p>(iii) defrauding, attempting to defraud or conspiring to defraud the Authority (including offences by the Supplier under Part 3 of the Criminal Finances Act 2017); or</p> <p>any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;</p>
<b>"PMO"</b>	project management office;
<b>"Protective Measures"</b>	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;
<b>"Project Specific IPRs"</b>	<p>Intellectual Property Rights in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Contract and updates and amendments of these items including (but not limited to:</p> <p>(a) database schema; and/or</p> <p>(b) Intellectual Property Rights arising as a result of the performance of the Supplier's obligations under this Contract;</p> <p>but shall not include the Supplier Background IPRs or the Specially Written Software;</p>

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<b>“Public Sector Dependent Supplier”</b>	means a supplier where that supplier, or that supplier’s group has Annual Revenue of £50 million or more of which over 50% is generated from UK Public Sector Business;
<b>“Publishable Performance Information”</b>	means any of the information in the Performance Monitoring Report as it relates to a Performance Indicator where it is expressed as publishable in the table in Annex 1 which shall not constitute Commercially Sensitive Information;
<b>“Quality Plans”</b>	has the meaning given in Clause 6.1 (Quality Plans);
<b>“Quarter”</b>	the first three Service Periods and each subsequent three Service Periods (save that the final Quarter shall end on the date of termination or expiry of this Contract);
<b>“Recipient”</b>	has the meaning given in Clause 19.1 (Confidentiality);
<b>“Records”</b>	has the meaning given in Schedule 24 (Reports and Records Provisions);
<b>“Rectification Plan”</b>	a plan to address the impact of, and prevent the reoccurrence of, a Notifiable Default;
<b>“Rectification Plan Failure”</b>	<ul style="list-style-type: none"> <li>(a) the Supplier failing to submit or resubmit a draft Rectification Plan to the Authority within the timescales specified in Clauses 25.4 (Submission of the draft Rectification Plan) or 25.8 (Agreement of the Rectification Plan);</li> <li>(b) the Authority, acting reasonably, rejecting a revised draft of the Rectification Plan submitted by the Supplier pursuant to Clause 25.7 (Agreement of the Rectification Plan);</li> <li>(c) the Supplier failing to rectify a material Default within the later of: <ul style="list-style-type: none"> <li>(i) 30 Working Days of a notification made pursuant to Clause 25.2 (Notification); and</li> <li>(ii) where the Parties have agreed a Rectification Plan in respect of that material Default and the Supplier can demonstrate that it is implementing the Rectification Plan in good faith, the date specified in the</li> </ul> </li> </ul>

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	<p>Rectification Plan by which the Supplier must rectify the material Default;</p> <p>(d) a Material KPI Failure re-occurring in respect of the same Key Performance Indicator for the same (or substantially the same) root cause in any of the 3 Measurement Periods subsequent to the Measurement Period in which the initial Material KPI Failure occurred;</p> <p>(e) the Supplier not Achieving a Key Milestone by the expiry of the Delay Deduction Period; and/or</p> <p>(f) following the successful implementation of a Rectification Plan, the same Notifiable Default recurring within a period of 6 months for the same (or substantially the same) root cause as that of the original Notifiable Default;</p>
<b>“Rectification Plan Process”</b>	the process set out in Clauses 25.4 (Submission of the draft Rectification Plan) to 25.9 (Agreement of the Rectification Plan);
<b>“Registers”</b>	has the meaning given in Schedule 25 (Exit Management);
<b>“Reimbursable Expenses”</b>	has the meaning given in Schedule 15 (Charges and Invoicing);
<b>“Relevant Authority” or “Relevant Authorities”</b>	means the Authority and the Cabinet Office Markets and Suppliers Team or, where the Supplier is a Strategic Supplier, the Cabinet Office Markets and Suppliers Team;
<b>“Relevant IPRs”</b>	IPRs used to provide the Services or as otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Authority or a third party in the fulfilment of the Supplier’s obligations under this Contract including IPRs in the Specially Written Software, the Supplier Non-COTS Software, the Software Supporting Materials, the Supplier Non-COTS Background IPRs, the Third Party Non-COTS Software and the Third Party Non-COTS IPRs but excluding any IPRs in the Authority Software, the Authority Background IPRs, the Supplier COTS Software, the Supplier COTS Background IPRs, the Third Party COTS Software and/or the Third Party COTS IPRs;

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<b>“Relevant Preceding Services”</b>	has the meaning given in Clause 5.2(b) (Standard of Services);
<b>“Relevant Requirements”</b>	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;
<b>“Relevant Tax Authority”</b>	HMRC, or, if applicable, a tax authority in the jurisdiction in which the Supplier is established;
<b>“Relevant Transfer”</b>	a transfer of employment to which the Employment Regulations applies;
<b>“Relief Notice”</b>	has the meaning given in Clause 29.2 (Authority Cause);
<b>“Remedial Adviser”</b>	the person appointed pursuant to Clause 27.2 (Remedial Adviser);
<b>“Remedial Adviser Failure”</b>	has the meaning given in Clause 27.6 (Remedial Adviser);
<b>“Replacement Services”</b>	any services which are the same as or substantially similar to any of the Services and which the Authority receives in substitution for any of the Services following the expiry or termination or Partial Termination of this Contract, whether those services are provided by the Authority internally and/or by any third party;
<b>“Replacement Supplier”</b>	any third party service provider of Replacement Services appointed by the Authority from time to time (or where the Authority is providing replacement Services for its own account, the Authority);
<b>“Request For Information”</b>	a Request for Information under the FOIA or the EIRs;
<b>“Required Action”</b>	has the meaning given in Clause 28.1(a) (Step-In Rights);
<b>"Resolution"</b>	means in relation to a Service Incident either:  (a) the root cause of the Service Incident has been removed and the

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	<p>Services are being provided in accordance with the Services Description and Service Levels; or</p> <p>(b) the Authority has been provided with a workaround in relation to the Service Incident deemed acceptable by the Authority.</p>
<b>“Retained Deliverables”</b>	has the meaning given in Clause 32.8(b) (Payments by the Supplier);
<b>“Risk Register”</b>	the register of risks and contingencies that have been factored into any Costs due under this Contract, a copy of which is set out in Annex 4 of Schedule 15 (Charges and Invoicing);
<b>“Security Management Plan”</b>	has the meaning given in Schedule 5 (Security Management);
<b>“Serious KPI Failure”</b>	shall be as set out against the relevant Key Performance Indicator in Table 1 of Part A of Annex 1 of Schedule 3 (Performance Levels);
<b>“Service Charges”</b>	the periodic payments made in accordance with Schedule 15 (Charges and Invoicing) in respect of the supply of the Operational Services;
<b>“Service Continuity Plan”</b>	any plan prepared pursuant to Paragraph 2 of Schedule 26 (Service Continuity Plan and Corporate Resolution Planning) as may be amended from time to time;
<b>“Service Continuity Services”</b>	the business continuity, disaster recovery and insolvency continuity services set out in Schedule 26 (Service Continuity Plan and Corporate Resolution Planning)
<b>“Service Credit Cap”</b>	<p>(a) in the period of 12 months from the first Operational Service Commencement Date to occur after the Effective Date, ■■■ of the Estimated Initial Service Charges; and</p> <p>(b) during the remainder of the Term, ■■■ of the Service Charges paid and/or due to be paid to the Supplier under this Contract in the period of 12 months immediately preceding the Service Period in respect of which Service Credits are accrued;</p>



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<b>“Service Credits”</b>	credits payable by the Supplier due to the occurrence of 1 or more KPI Failures, calculated in accordance with Paragraph 3 of Part C of Schedule 15 (Charges and Invoicing);
<b>“Service Period”</b>	<p>a calendar month, save that:</p> <ul style="list-style-type: none"> <li>(a) the first service period shall begin on the first Operational Service Commencement Date and shall expire at the end of the calendar month in which the first Operational Service Commencement Date falls; and</li> <li>(b) the final service period shall commence on the first day of the calendar month in which the Term expires or terminates and shall end on the expiry or termination of the Term;</li> <li>(c) to the extent provided otherwise in Schedule 3 (Performance Levels);</li> <li>(d) the first measurement period shall begin on the first Hypercare Services Commencement Date and shall expire at the end of the Month in which that first Hypercare Services Commencement Date falls;</li> </ul>
<b>“Service Points”</b>	in relation to a KPI Failure, the points that are set out against the relevant Key Performance Indicator in the fifth column of the table in Annex 1 of Schedule 3 (Performance Levels);
<b>“Services”</b>	any and all of the services to be provided by the Supplier under this Contract, including those set out in Schedule 2 (Services Description);
<b>"Service System"</b>	The ERP SaaS solution along with any peripheral systems that the Supplier shall provide under this Contract;
<b>“Service Transfer Date”</b>	has the meaning given in Schedule 28 (Staff Transfer);
<b>“Services Description”</b>	the services description set out in Schedule 2 (Services Description);
<b>"SaaS Vendor"</b>	Workday Limited (a company incorporated in Ireland under registration number 521013);

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<b>“Severe KPI Failure”</b>	shall be as set out against the relevant Key Performance Indicator in Table 1 of Part A of Annex 1 of Schedule 3 (Performance Levels);
<b>“Sites”</b>	any premises (including the Authority Premises, the Supplier’s premises or third party premises):  <div style="margin-left: 40px;">(a) from, to or at which: <div style="margin-left: 40px;">(i) the Services are (or are to be) provided; or</div> <div style="margin-left: 40px;">(ii) the Supplier manages, organises or otherwise directs the provision or the use of the Services; or</div> </div> <div style="margin-left: 40px;">(b) where: <div style="margin-left: 40px;">(i) any part of the Supplier System is situated; or</div> <div style="margin-left: 40px;">(ii) any physical interface with the Authority System takes place;</div> </div>
<b>“SI Supplier” or “SI Vendor”</b>	means the Supplier;
<b>“SME”</b>	an enterprise falling within the category of micro, small and medium-sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises;
<b>“Social Value”</b>	the additional social benefits that can be achieved in the delivery of the Contract, set out in the Authority’s Requirements;
<b>“Social Value PI”</b>	The Social Value performance indicators set out in Table 2 of Part A of Annex 1 of Schedule 3 (Performance Levels);
<b>“Social Value KPI”</b>	The Social Value key performance indicators set out in Table 1 of Part A of Annex 1 of Schedule 3 (Performance Levels);
<b>“Software”</b>	Software could be Specially Written Software, Supplier Software, Open Source Software, Supplier COTS Software and Third Party Software;

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<b>"Software as a Service" or "SaaS"</b>	a software licensing and delivery model in which software is licensed on a subscription basis and is centrally hosted;
<b>"Software Supporting Materials"</b>	has the meaning given in Paragraph 2.1(b) of Schedule 32 (Intellectual Property Rights) (Specially Written Software and Project Specific IPRs);
<b>"Source Code"</b>	computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software;
<b>"Specially Written Software"</b>	any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Sub-contractor or other third party on behalf of the Supplier) specifically for the purposes of this Contract, including any modifications or enhancements to Supplier Software or Third Party Software created specifically for the purposes of this Contract and within the Configuration Layer but shall not otherwise include the Supplier Background IPRs;
<b>"Specific Change in Law"</b>	a Change in Law that relates specifically to the business of the Authority and which would not affect a Comparable Supply;
<b>"Staffing Information"</b>	has the meaning given in Schedule 28 (Staff Transfer);
<b>"Standards"</b>	the British or international standards, the Authority's internal policies and procedures, Government codes of practice and guidance referred to in Schedule 4 (Standards) together with any other specified standards, policies and/or procedures identified in Schedule 4 (Standards) or Schedule 5 (Security);
<b>"Step-In Notice"</b>	has the meaning given in Clause 28.1 (Step-In Rights);
<b>"Step-In Trigger Event"</b>	(a) any event falling within the definition of a Supplier Termination Event;

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	<p>(b) a Default by the Supplier that is materially preventing or materially delaying the performance of the Services or any material part of the Services;</p> <p>(c) the Authority considers that the circumstances constitute an emergency despite the Supplier not being in breach of its obligations under this Contract;</p> <p>(d) the Authority being advised by a regulatory body that the exercise by the Authority of its rights under Clause 28 (Step-In Rights) is necessary;</p> <p>(e) the existence of a serious risk to the health or safety of persons, property or the environment in connection with the Services; and/or</p> <p>a need by the Authority to take action to discharge a statutory duty;</p>
<b>“Step-Out Date”</b>	(f) has the meaning given in Clause 28.5(b) (Step-In Rights);
<b>“Step-Out Notice”</b>	has the meaning given in Clause 28.5 (Step-In Rights);
<b>“Step-Out Plan”</b>	has the meaning given in Clause 28.6 (Step-In Rights);
<b>“Strategic Supplier”</b>	means those suppliers to government listed at <a href="https://www.gov.uk/government/publications/strategic-suppliers">https://www.gov.uk/government/publications/strategic-suppliers</a> ;
<b>“Sub-contract”</b>	any contract or agreement (or proposed contract or agreement) between the Supplier (or a Sub-contractor) and any third party whereby that third party agrees to provide to the Supplier (or the Sub-contractor) all or any part of the Services or facilities or services which are material for the provision of the Services or any part thereof or necessary for the management, direction or control of the Services or any part thereof;
<b>“Sub-contractor”</b>	<p>any third party with whom:</p> <p>(a) the Supplier enters into a Sub-contract; or</p> <p>(b) a third party under (a) above enters into a Sub-contract,</p>

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	or the servants or agents of that third party;
<b>“Sub-processor”</b>	any third party appointed to process Personal Data on behalf of the Supplier related to this Contract;
<b>“Subsidiary Performance Indicator”</b>	the performance indicators set out in Table 2 of Part A of Annex 1 of Schedule 3 (Performance Levels);
<b>“Subsidiary Undertaking”</b>	has the meaning set out in section 1162 of the Companies Act 2006;
<b>“Successor Body”</b>	has the meaning given in Clause 34.4 (Assignment and Novation);
<b>“Supplier Background IPRs”</b>	<p>(a) Intellectual Property Rights owned by the Supplier before the Effective Date, for example those subsisting in the Supplier's standard development tools, program components or standard code used in computer programming or in physical or electronic media containing the Supplier's Know-How or generic business methodologies; and/or</p> <p>(b) including any derivative works of (a) created by the Supplier save only that this shall not extend to the Configuration Layer or project management documentation; and/or</p> <p>Intellectual Property Rights created by the Supplier independently of this Contract, which in each case is or will be used before or during the Term for designing, testing implementing or providing the Services but excluding Intellectual Property Rights owned by the Supplier subsisting in the Supplier Software;</p>
<b>“Supplier COTS Background IPRs”</b>	<p>Any embodiments of Supplier Background IPRs that:</p> <p>(a) the Supplier makes generally available commercially prior to the date of this Contract (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the Supplier save as to price; and</p> <p>has a Non-trivial Customer Base;</p>

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<b>“Supplier COTS Software”</b>	Supplier Software (including open source software) that:  (a) the Supplier makes generally available commercially prior to the date of this Contract (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the Supplier save as to price; and  (b) has a Non-trivial Customer Base;
<b>“Supplier Equipment”</b>	(b) the hardware, computer and telecoms devices and equipment used by the Supplier or its Sub-contractors (but not hired, leased or loaned from the Authority) for the provision of the Services;
<b>“Supplier Group”</b>	means the Supplier, its Dependent Parent Undertakings and all Subsidiary Undertakings and Associates of such Dependent Parent Undertakings;
<b>“Supplier Non-COTS Background IPRs”</b>	Any embodiments of Supplier Background IPRs that have been delivered by the Supplier to the Authority and that are not Supplier COTS Background IPRs;
<b>“Supplier Non-COTS Software”</b>	Supplier Software that is not Supplier COTS Software;
<b>“Supplier Non-Performance”</b>	has the meaning given in Clause 29.1 (Authority Cause);
<b>“Supplier Personnel”</b>	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Sub-contractor engaged in the performance of the Supplier’s obligations under this Contract;
<b>“Supplier Profit”</b>	has the meaning given in Schedule 15 (Charges and Invoicing);
<b>“Supplier Profit Margin”</b>	has the meaning given in Schedule 15 (Charges and Invoicing);
<b>“Supplier Representative”</b>	the representative appointed by the Supplier pursuant to Clause 11.3 (Representatives);

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<b>“Supplier Software”</b>	software which is proprietary to the Supplier (or an Affiliate of the Supplier) and which is or will be used by the Supplier for the purposes of providing the Services, including the software specified as such in Schedule 12 (Software);
<b>“Supplier Solution”</b>	the Supplier's solution for the Services set out in Schedule 8 (Supplier Solution) including any Annexes of that Schedule;
<b>“Supplier System”</b>	the information and communications technology system used by the Supplier in implementing and performing the Services including the Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Authority System);
<b>“Supplier Termination Event”</b>	<ul style="list-style-type: none"> <li>(a) the Supplier's level of performance constituting a Critical Performance Failure;</li> <li>(b) the Supplier committing a material Default which is irremediable;</li> <li>(c) as a result of the Supplier's Default, the Authority incurring Losses in any Contract Year which exceed 80% of the value of the aggregate annual liability cap for that Contract Year as set out in Clause 23.6(a) (Financial and other Limits);</li> <li>(d) a Remedial Adviser Failure;</li> <li>(e) where there is a Rectification Plan Failure and the Notifiable Default is described under: <ul style="list-style-type: none"> <li>(i) Clause 25.1(b) and/or (c); and/or</li> <li>(ii) Clause 25.1(a) where there is a Delay (whether before or after the Rectification Plan Process was commenced);</li> </ul> </li> <li>(f) where a right of termination is expressly reserved in this Contract, including pursuant to: <ul style="list-style-type: none"> <li>(i) Clause 17 (IPRs Indemnity);</li> <li>(ii) Clause 36 (Compliance);</li> </ul> </li> </ul>

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	<ul style="list-style-type: none"> <li>(iii) Clause 37.6(b) (Prevention of Fraud and Bribery); and/or</li> <li>(iv) Paragraph 6 of Schedule 18 (Financial Distress);</li> <li>(v) Paragraph 3 of Part B to Schedule 26 (Service Continuity Plan and Corporate Resolution Planning);</li> </ul>
	(g) the representation and warranty given by the Supplier pursuant to Clause 3.2(i) (Warranties) being materially untrue or misleading;
	(h) the Supplier committing a material Default under Clause 10.10 (Promoting Tax Compliance) or failing to provide details of steps being taken and mitigating factors pursuant to Clause 10.10 (Promoting Tax Compliance) which in the reasonable opinion of the Authority are acceptable;
	(i) the Supplier committing a material Default under any of the following Clauses: <ul style="list-style-type: none"> <li>(i) Clause 5.5(j) (Services);</li> <li>(ii) Clause 21 (Protection of Personal Data);</li> <li>(iii) Clause 20 (Transparency and Freedom of Information);</li> <li>(iv) Clause 19 (Confidentiality); and</li> <li>(v) Clause 33 (Compliance); and/or</li> </ul> in respect of any security requirements set out in Schedule 2 (Services Description), Schedule 5 (Security Management) or the Baseline Security Requirements; and/or in respect of any requirements set out in Schedule 28 (Staff Transfer);
	(j) any failure by the Supplier to implement the changes set out in a Benchmark Report as referred to in Paragraph 5.9 of Schedule 17 (Benchmarking);
	(k) an Insolvency Event occurring in respect of the Supplier or the Guarantor;



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	<p>(l) a change of Control of the Supplier unless:</p> <p style="padding-left: 40px;">(i) the Authority has given its prior written consent to the particular Change of Control, which subsequently takes place as proposed; or</p> <p style="padding-left: 40px;">(ii) the Authority has not served its notice of objection within 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;</p> <p>(m) a change of Control of a Key Sub-contractor unless, within 6 months of being notified by the Authority that it objects to such change of Control, the Supplier terminates the relevant Key Sub-contract and replaces it with a comparable Key Sub-contract which is approved by the Authority pursuant to Clause 15.10 (Appointment of Key Sub-contractors);</p> <p>(n) any failure by the Supplier to enter into or to comply with an Admission Agreement under the Annex to either Part A or Part B of Schedule 28 (Staff Transfer);</p> <p>(o) the Authority has become aware that the Supplier should have been excluded under Regulation 57(1) or (2) of the Public Contracts Regulations 2015 from the procurement procedure leading to the award of this Contract;</p> <p>(p) a failure by the Supplier to comply in the performance of the Services with legal obligations in the fields of environmental, social or labour law; or</p> <p>(q) in relation to Schedule 5 (Security Management):</p> <p style="padding-left: 40px;">(i) the Authority has issued two rejection notices in respect of the Security Management Plan under Paragraph 9.4(b);</p> <p style="padding-left: 40px;">(ii) the Supplier fails to implement a change required by the Required Changes Register in accordance with the timescales set out in the Required Changes Register;</p> <p style="padding-left: 40px;">(iii) Supplier COTS Software and Third Party COTS Software is not within mainstream</p>
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	<p>support unless the Authority has agreed in writing.</p> <p>(iv) the Supplier fails to patch vulnerabilities in accordance with the Security Requirements; and/or,</p> <p>(r) the Supplier fails to comply with the Incident Management Process.</p>
<b>“Supply Chain Map”</b>	<p>means details of (i) the Supplier, (ii) all Subcontractors and (iii) any other entity that the Supplier is aware is in its supply chain that is not a Subcontractor, setting out at least:</p> <p>(a) the name, registered office and company registration number of each entity in the supply chain;</p> <p>(b) the function of each entity in the supply chain; and</p> <p>(c) the location of any premises at which an entity in the supply chain carries out a function in the supply chain;]</p>
<b>“Supply Chain Transparency Report”</b>	<p>means the report provided by the Supplier to the Authority in the form set out in Annex 4 of Schedule 24 (Reports and Records Provisions);</p>
<b>"Target Operating Model" or "TOM"</b>	<p>the design of the Matrix Cluster's future operating model;</p>
<b>“Target Performance Level”</b>	<p>the minimum level of performance for a Performance Indicator which is required by the Authority, as set out against the relevant Performance Indicator in the tables in Annex 1 of Schedule 3 (Performance Levels);</p>
<b>“Term”</b>	<p>the period commencing on the Effective Date and ending on the expiry of the Initial Term or any Extension Period or on earlier termination of this Contract;</p>
<b>“Termination Assistance Notice”</b>	<p>has the meaning given in Paragraph 6 of Schedule 25 (Exit Management);</p>

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<b>“Termination Assistance Period”</b>	in relation to a Termination Assistance Notice, the period specified in the Termination Assistance Notice for which the Supplier is required to provide the Termination Services as such period may be extended pursuant to Paragraph 6.2 of Schedule 25 (Exit Management);
<b>“Termination Date”</b>	the date set out in a Termination Notice on which this Contract (or a part of it as the case may be) is to terminate;
<b>“Termination Notice”</b>	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Contract (or any part thereof) on a specified date and setting out the grounds for termination;
<b>“Termination Payment”</b>	the payment determined in accordance with Schedule 16 (Payments on Termination);
<b>“Termination Services”</b>	the services and activities to be performed by the Supplier pursuant to the Exit Plan, including those activities listed in Annex 1 of Schedule 25 (Exit Management), and any other services required pursuant to the Termination Assistance Notice;
<b>“Test Issues”</b>	has the meaning given in Schedule 14 (Testing Procedures);
<b>“Tests” and “Testing”</b>	any tests required to be carried out under this Contract, as further described in Schedule 14 (Testing Procedures) and <b>“Tested”</b> shall be construed accordingly;
<b>“Test Success Criteria”</b>	has the meaning given in Schedule 14 (Testing Procedures);
<b>“Third Party Auditor”</b>	an independent third party auditor as appointed by the Authority from time to time to confirm the completeness and accuracy of information uploaded to the Virtual Library in accordance with the requirements outlined in Schedule 24 (Reports and Records Provisions);
<b>“Third Party Beneficiary”</b>	has the meaning given in Clause 41.1 (Third Party Rights);

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<b>“Third Party COTS IPRs”</b>	Third Party IPRs that:  (a) the Supplier makes generally available commercially prior to the date of this Contract (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the supplier save as to price; and  (b) has a Non-trivial Customer Base;
<b>“Third Party COTS Software”</b>	Third Party Software (including open source software) that:  (a) the Supplier makes generally available commercially prior to the date of this Contract (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the supplier save as to price; and  (b) has a Non-trivial Customer base;
<b>“Third Party IPRs”</b>	Intellectual Property Rights owned by a third party, but excluding Intellectual Property Rights owned by the third party subsisting in any Third Party Software, which in any case is, will be or is proposed to be used by the Supplier for the purposes of providing the Services;
<b>“Third Party Non-COTS IPRs”</b>	Third Party IPRs that are not Third Party COTS IPRs;
<b>“Third Party Non-COTS Software”</b>	Third Party Software that is not Third Party COTS Software;
<b>“Third Party Provisions”</b>	has the meaning given in Clause 41.1 (Third Party Rights);
<b>“Third Party Software”</b>	software which is proprietary to any third party (other than an Affiliate of the Supplier) or any Open Source Software which in any case is, will be or is proposed to be used by the Supplier for the purposes of providing the Services, including the software specified as such in Schedule 12 (Software);
<b>“Transferring Assets”</b>	has the meaning given in Paragraph 6.2(a) of Schedule 25 (Exit Management);

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<b>“Transferring Authority Employees”</b>	has the meaning given in Schedule 28 (Staff Transfer);
<b>“Transferring Former Supplier Employees”</b>	has the meaning given in Schedule 28 (Staff Transfer);
<b>“Transferring Supplier Employees”</b>	has the meaning given in Schedule 28 (Staff Transfer);
<b>“Transparency Information”</b>	has the meaning given in Clause 20.1 (Transparency and Freedom of Information);
<b>“Transparency Reports”</b>	has the meaning given in Schedule 24 (Reports and Records Provisions);
<b>“UK”</b>	the United Kingdom;
<b>“UK GDPR”</b>	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, together with the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019
<b>“UK Public Sector Business”</b>	means any goods, service or works provision to UK public sector bodies, including Central Government Departments and their arm's length bodies and agencies, non-departmental public bodies, NHS bodies, local authorities, health bodies, police, fire and rescue, education bodies and devolved administrations;
<b>“Unacceptable KPI Failure”</b>	the Supplier failing to achieve the KPI Service Threshold in respect of more than 50% of the Key Performance Indicators that are measured in that Service Period;
<b>“Unconnected Sub-contract”</b>	any contract or agreement which is not a Sub-contract and is between the Supplier and a third party (which is not an Affiliate of the Supplier) and is a qualifying contract under

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	regulation 6 of The Reporting on Payment Practices and Performance Regulations 2017;
<b>“Unconnected Sub-contractor”</b>	any third party with whom the Supplier enters into an Unconnected Sub-contract;
<b>“Unrecovered Payment”</b>	has the meaning given in Schedule 16 (Payments on Termination);
<b>“Updates”</b>	in relation to any Software and/or any Deliverable means a version of such item which has been produced primarily to overcome Defects in, or to improve the operation of, that item;
<b>“Update Requirement”</b>	means the occurrence of an event detailed in Schedule 24 (Reports and Records Provisions) (Annex 3: Records To Upload To Virtual Library) which requires the Supplier to update the relevant information hosted on the Virtual Library;
<b>“Upgrades”</b>	any patch, New Release or upgrade of Software and/or a Deliverable, including standard upgrades, product enhancements, and any modifications, but excluding any Update which the Supplier or a third party software supplier (or any Affiliate of the Supplier or any third party) releases during the Term;
<b>“Valid”</b>	in respect of an Assurance, has the meaning given to it in Paragraph 2.7 of Part B to Schedule 26 (Service Continuity Plan and Corporate Resolution Planning);
<b>“VAT”</b>	value added tax as provided for in the Value Added Tax Act 1994;
<b>“VCSE”</b>	means a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
<b>“Virtual Library”</b>	means the data repository hosted by the Supplier containing the information about this Contract and the Services provided under it in accordance with Schedule 24 (Reports and Records Provisions);
<b>“Working Day”</b>	any day other than a Saturday, Sunday or public holiday in England and Wales;

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<b>"Work Day"</b>	7.5 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;
<b>"Work Hours"</b>	the hours spent by the Supplier Personnel properly working on the Services including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks.

**SCHEDULE 2**

**SERVICES DESCRIPTION**



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**Schedule 2 – Service Description**

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## **PART A: GENERAL**

### **1 DEFINITIONS AND INTERPRETATION**

- 1.1 In this Schedule, in addition to the application of Schedule 1 (Definitions), technical language capitalised shall have the meaning set out in the Glossary of Terms at Appendix 7.
- 1.2 This Schedule 2 is made up of the front end herein and 15 Appendices as detailed below which contain the important details and should be read as part of this Schedule.

### **2 INTRODUCTION**

- 2.1 This Schedule sets out the Services to be provided by the Supplier and to provide a description of what each Service entails.
- 2.2 The services being delivered to the Authority across the Matrix Programme (including the Services) by the Supplier and the SaaS Vendor comprise the following elements:

#### **2.2.1 SaaS ERP Vendor only**

- (a) ERP Software;
- (b) hosting services;
- (c) ongoing product support by the SaaS Vendor;

#### **2.2.2 Supplier only**

- (a) design and build of the Service System;
- (b) supporting user Onboarding;
- (c) support training and business change management
- (d) 'Hypercare Support'; and

#### **2.2.3 social value services (both).**

- 2.3 In addition to the Services as defined and agreed at the Effective Date through the use of the Optional Services process the Services may in the future comprise in addition one or more of the Optional Services as set out herein (Paragraph 4).
- 2.4 The scope and volume of users of the Services under the Contract shall be as set out in the "Departmental Volumetric Data" as in Appendix 8.
- 2.5 The graphic below gives a visual representation of the Services and their interplay with the services that will be provided by the SaaS Vendor:.

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### **3 SERVICES DESCRIPTION**

3.1 The Supplier shall deliver the following Services:

3.1.1 Subject to paragraph 3.1.2(b) below, ERP Software delivered as a single system service (via a subscription licence) which meets the functional and non-functional Requirements as set out in Tabs:

- (a) “Finance Inc Procurement Reqs”;
- (b) “HR Inc Payroll Requirements”;
- (c) “Non-Functional Requirements”; and
- (d) “Implementation Requirements”,  
of Appendix 1;

3.1.2 **“Implementation Services”:**

- (a) design, build and deliver as set out in Tab “Implementation Requirements” of Appendix 1 a solution that meets the Requirements as set out in Tabs “Non-Functional Requirements”, “Finance Inc Procurement Reqs” and “HR Inc Payroll Requirements” of Appendix 1 with a single instance ERP system at the core, subject to paragraph (b) below; and

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- (b) supporting effective onboarding (transition, implementation and adoption of the software and new services) for the user organisations as set out in Tab “Implementation Requirements” of Appendix 1;
- 3.1.3 For the avoidance of doubt, where the functional requirements of paragraphs 3.1.1 and/or 3.1.2 cannot be met by the core ERP Software provided by the SaaS Vendor, the Supplier shall meet such requirements by using its own resources or by using services provided by the agreed Sub-contractors (which shall be for the avoidance of doubt, at the Effective Date, such Sub-contractors as set out below):
- (a) [REDACTED].
- (b) [REDACTED].
- (c) [REDACTED]; and
- (d) [REDACTED],
- and shall deliver the requirements as part of the single ERP system service for the duration of the Term.
- 3.1.4 The Supplier shall take all reasonable steps necessary to deliver a seamless service across all agreed Sub-contractors, including by managing communications and relationships between such Sub-contractors, and procuring any reasonably necessary support from such Sub-contractors (including but not limited to by joining such Governance meetings as may be agreed by the Parties from time to time);
- 3.1.5 support training and business change management. Provide the Authority with business change expertise to de-risk and provide independent assurance to the Authority on business readiness approaches and plans and risk mitigation planning Tab “Implementation Requirements” of Appendix 1;
- 3.1.6 ‘Hypercare Services’ as set out in Tab “Implementation Requirements” of Appendix 1 from the Hypercare Services Commencement Date; and
- 3.1.7 social value services as set out in Schedule 4 (Standards).

### **3.2 Appendix Structure**

The following Appendices provide the Supplier with a comprehensive set of requirements for the Services as referenced throughout this Schedule 2. From time to time the Authority may provide to the Supplier additional artefacts which the Supplier shall take into consideration when providing the Services, including but not limited to reference documents intended to support and give necessary information to the Supplier.

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Appendix Reference	Appendix Title
Appendix 1	Matrix Functional and Non-Functional Requirements (including Implementation and Optional Requirements)
Appendix 2	Matrix Design Principles
Appendix 3	Supplier Commitments
Appendix 4	Integration Catalogue
Appendix 5	Implementation RACI
Appendix 6	Data Archiving
Appendix 7	Glossary of Terms
Appendix 8	Departmental Volumetrics
Appendix 9	Entities Relevant for Finance Processes and Payroll
Appendix 10	Cloud Security Framework
Appendix 11	Data Migration Strategy
Appendix 12	Blueprinting Outputs
Appendix 13	Integration Architecture and Strategy
Appendix 14	"To be" Tech Landscape
Appendix 15	Enterprise-Wide Design Decisions
Appendix 16	Acceptable Usage Policy

**3.2.1 Appendix 1 - Matrix Functional & Non-Functional Requirements including Implementational and Optional Requirements**, comprising:

**(a) Functional Requirements**

The Functional Requirements cover the Authority's requirements for a solution covering human resources ("HR") & payroll, finance and procurement. The Supplier shall provide a solution which meets all of the requirements as set out in Appendix 1. The Supplier shall deliver the requirements in accordance with the Implementation Plan and be tracked through a traceability matrix.

**(b) Non-Functional Requirements**

The Non-Functional requirements cover the Authority's requirements for the non-functional aspect of the solution in areas including to but not limited to Security, Performance, Accessibility and Integrations. The Supplier shall provide a solution covering all of the requirements as set out in Appendix 1. The Supplier shall deliver the requirements in accordance with the Implementation Plan.

**(c) Implementation Requirements**

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The Implementation Requirements cover the Authority's requirements for the implementation aspect of the solution in areas including to but not limited to project management, technical/design, innovation, data migration, Standards, Testing, and Hypercare Services. The Supplier shall provide a solution which meets all of the requirements as set out in Appendix 1. The Supplier shall deliver the requirements in accordance with the Implementation Plan.

**3.2.2 Appendix 2 - Matrix Design Principles**

The Matrix Design Principles provide the principle based design-related delivery outcomes of the Authority in the delivery of system and service transformation. In the delivery of the Implementation Services the Supplier shall comply with the Matrix Design Principles.

**3.2.3 Appendix 3 – Supplier Commitments**

The commitments made by the Supplier in its final tender responses during the procurement exercise, which describe its solution in more detail, including how it will achieve the requirements set out in Appendix 1.

**3.2.4 Appendix 4 - Integration Catalogue**

The integration catalogue provides detail on the integrations to be delivered as part of the system solution. The Supplier shall deliver the integrations specified within the Integration Catalogue and in accordance with Schedule 13 (*Implementation Plan*).

**3.2.5 Appendix 5 - Implementation RACI**

The implementation RACI articulates the responsibilities of the Supplier, the Authority, Matrix Cluster Departments, future BPO and anticipated Application Managed Services (AMS) across the different programme workstreams. The Supplier shall comply with the RACI outlined.

**3.2.6 Appendix 6 - Data Archiving**

- (a) In addition to the main end-to-end solution, the Matrix Programme will require a data archive solution from day one to host legacy data to be delivered in line with the "Data Archiving Strategy" ( as set out in Appendix 6).
- (b) The Supplier shall provide, configure, develop and initiate a data archive solution to hold Authority legacy data sets and transactional data as retention policies necessitate archiving.
- (c) The Suppliers shall work with the Authority to define the data entity and lifetime attributes in line with the retention policy

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Suppliers must confirm what data is stored down to an attributes level.

**3.2.7 Appendix 7 – Glossary of Terms**

The Glossary is an alphabetical list of words, phrases, and abbreviations with definitions relating to this schedule and the associated appendixes. Specifically, words, phrases and abbreviations used within the content relating to the following documents: Matrix Functional and Non-Functional Requirements, Indicative Level 3 Taxonomy, Process Playback Packs and Enterprise-Wide Design Decisions.

**3.2.8 Appendix 8 – Departmental Volumetrics**

- (a) The Supplier shall provide the quantity of licences suitable for the number of users specified in the departmental volumetrics.
- (b) The Supplier shall ensure the solution is performant to support the volumetrics provided.
- (c) Change from time to time – solution to remain fit for purpose for the duration of the Contract and scale accordingly in compliance with the process set out in the Annexes to Schedule 15 (Charges and Invoicing) and where applicable Schedule 22 (Change Control Procedure).

**3.2.9 Appendix 9 – Entities Relevant for Finance Processes and Payroll**

The Supplier shall take into account and reference these entities in consideration of the finance & HR processes including but not limited to the financial accounting consolidation and reporting, annual reporting and accounts, whole of Government accounting, OSCAR reporting, VAT filing and reporting and Payroll.

**3.2.10 Appendix 10 – Cloud Security Framework**

**3.2.11** The Cloud Security Framework provides guidance on securely storing and processing data in a cloud environment and forms the basis for defining security requirements for any cloud-based service procurement within the Matrix Cluster. The Supplier shall take into account the requirements of the Cloud Security Framework as part of its service and design.

**3.2.12 Appendix 11 – Data Migration Strategy**

The Data Migration Strategy articulates the objectives that the Supplier shall complete in order to successfully migrate the data of all Matrix Cluster Departments data from their current ERP systems to the new centralised cloud ERP system provided by the Supplier.

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**3.2.13 Appendix 12 – Blueprinting Outputs**

The Blueprinting Outputs are collateral documents generated as part of Matrix Solution Blueprint activity carried by the Authority. These documents provide a summary of the design of the Services for the functions within HR, Payroll, and Finance creates the business perspective of the design for the future service to be delivered to end users across the Matrix Cluster.

**3.2.14 Appendix 13 – Integration Architecture and Strategy**

This document sets out a technology agnostic strategy and architecture for integrated solutions delivering an efficient end to end process defined by Matrix Process regardless of system or service boundary

**3.2.15 Appendix 14 – "To Be" Tech Landscape**

The high-level technology agnostic "To Be" architecture landscape for the Supplier Solution. This provides the component view and integration landscape view through the architecture transition phases of RAP Onboarding and Cloud User Onboarding.

**3.2.16 Appendix 15 – Enterprise-Wide Design Decisions**

The Authority's enterprise-wide design decisions.

**3.2.17 Appendix 16 – Authority's Acceptable Usage Policy**

The Acceptable Usage Policy provides a framework for the appropriate and secure use of Departmental information and technology resources, including internet, email, voice and mobile devices and services. It should be interpreted such that it has the widest application and to include new and developing technologies and uses, which may not be explicitly referred to.

**3.3 Interface Requirements**

- 3.3.1 The Authority has requirements for multiple integrations between but not limited to, the Matrix Cluster shared service, individual departments systems, central government services and external data sources (for example but not limited to, banks, HMRC).
- 3.3.2 These requirements are as set out in the Integration Catalogue (Appendix 4) outlining the end points of integration and information exchange required. Any changes to the Integration Catalogue will be subject to Schedule 22 (Change Control Procedure).
- 3.3.3 In line with the Implementation Plan the Supplier is required to design, build, test, document and deploy the necessary integrations in line with the Implementation Requirements (Appendix 1).

**3.4 Security Requirements**



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- 3.4.1 The Supplier shall ensure that all Services (including phases of the implementation) comply with all security requirements and responsibilities as outlined within Schedule 5 (*Security*) and Schedule 31 (*Processing Personal Data*) and governed by Schedule 21 (*Governance*).
- 3.4.2 The Matrix solution shall be built according to the security policies set out by the Matrix Cloud Security Framework (as set out in Appendix 10), and in addition meets the Security and Information Standards requirements set out in the Non-Functional Requirements (Appendix 1).
- 3.4.3 The Matrix Solution shall be built in accordance with the standards set out in Schedule 4 (*Standards*).

**3.5 Not used**

**3.6 Phased Onboarding**

- 3.6.1 The Supplier shall deliver the requirements (Functional, Non-Functional and Implementation Requirements in Appendix 1) to RAP Departments and Child ALBs in line with the agreed Detailed Implementation Plan.
- 3.6.2 The Supplier shall, upon request, in writing, from an Authority Representative of the Authority deliver the requirements (Functional, Non-Functional, Optional and Implementation Requirements in Appendix 1 including onboarding) to:
- (a) the Cloud User Departments and Child ALBs (in accordance with the Fixed Price mechanism set out in Schedule 15); and/or
  - (b) as a final phase of implementation additional later users including Arm's Length Bodies (as per Paragraph 4.1.1(b) below).
- 3.6.3 RAP Departments, Cloud User departments and related Child ALBs are all defined in Appendix 8.

**3.7 Social Value Requirements**

- 3.7.1 The Supplier shall ensure compliance with all social, environmental and economic requirements of the Public Services (Social Value) Act 2012 , PPN 06/20, the Authority policies and practices and Schedule 4 (Standards).

**4 OPTIONAL SERVICES**

- 4.1 The Authority may from time to time require the Supplier to provide additional Optional Services pursuant to Clauses 5.10 - 5.12. The Optional Services are divided between future onboarding of users (as referred to in Paragraph 3.6 above) and other Optional Services:

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**4.1.1 Onboarding of users**

- (a) the Cloud User Departments and Child ALBs shall be onboarded as set out in 3.6.2 above.
- (b) the final phase of implementation will involve onboarding any later users that want to take the Matrix Solution and Service (including Arm's Length Bodies) which shall be charged for based on the indicative scenario-based price bracketing (A.K.A t-shirt sizing) agreed by the Supplier and recorded in Schedule 15 (Charges and Invoicing).

**4.1.2 Other Optional Services**

The other Optional Services are as follows:

(a) **Project Accounting**

The Supplier shall configure and provide functionality to enable project accounting and billing functionality in line with the detailed "Optional Requirements" as set out in Appendix 1.

(b) **Inventory**

The Supplier shall configure and provide functionality to enable an inventory accounting solution as specified in Optional Requirements outlined in Appendix 1.

(c) **Recruitment**

The Supplier shall configure and provide functionality to satisfy an end-to-end recruitment process as defined in the Optional Requirements outlined in Appendix 1.

(d) **Manage Time**

The Supplier shall configure and provide functionality to track and manage time undertaken by resources, employees and other users of the System. in line with the Optional Requirements outlined in Appendix 1.

(e) **Application Management Service**

The Supplier shall provide an Application Management Service function in line with the Optional Requirements outlined in Appendix 1 to run and support the live service and operate the implemented end to end solution either during the implementation period and/or following conclusion of implementation. These services may include but shall not be limited to change management, user support, help desk operation, data services and management, environment management and vendor management.

## APPENDIX 1

### **MATRIX FUNCTIONAL & NON-FUNCTIONAL REQUIREMENTS (INCLUDING IMPLEMENTATIONAL AND OPTIONAL REQUIREMENTS)**

The spreadsheet attached sets out the Authority's requirements for the whole service being delivered by the Supplier and the SaaS Vendor (including the Services) to the Matrix Cluster. The Supplier shall:

- (a) deliver a solution which meets each requirement stated in the spreadsheet "tabs" below as "the System shall...";
- (b) perform each obligation stated in the spreadsheet "tabs" below as "Supplier shall..."
- (c) perform each obligation stated in the spreadsheet as "Systems Implementor shall..."; and
- (d) provide a solution that meets all of the requirements set out in "tabs" 5 (Finance inc Procurement Requirements), 6 (HR inc Payroll Requirements), and 9 (Optional Requirements) below.

**APPENDIX 1 – TAB 5 (FINANCE INC PROCUREMENT REQUIREMENTS)**

## 1. Minimum - Functional Requirements

ID	Grouping 'R	Category	Sub Category	FR Description	Priority (Min/Not Min)	Tenderer Response	Tenderer Comments
BR_FIN_3116	2	Finance	Non current assets	Allow prior periods' depreciation to be charged to the P&L in the month in which the asset is first depreciated i.e. catch up depreciation resulting from an asset not being capitalised in a timely manner is all charged in the registration period and not charged back to prior periods' P&L	Min		
BR_FIN_3117	2	Finance	Non current assets	Allow the revaluation of assets using professional revaluations. Creating appropriate journals (revaluation reserve, amortisation of revaluation reserve etc.). Covering increases in value as well as impairments	Min		
BR_FIN_3118	2	Finance	Non current assets	Allow the revaluation of assets using indexation. Creating appropriate journals (revaluation reserve, amortisation of revaluation reserve etc.). Covering increases in value as well as impairments	Min		
BR_FIN_3119	2	Finance	Non current assets	Allow multiple revaluation indices to be applied across different asset categories	Min		
BR_FIN_3120	2	Finance	Non current assets	Allow the full and partial reversal of previous impairments along with creation of appropriate journals (revaluation reserve etc.)	Min		
BR_FIN_3121	2	Finance	Non current assets	Ensure information can be generated to monitor high value purchases that have not been added to the fixed asset register to assess if they need to be added	Min		
BR_FIN_3122	2	Finance	Non current assets	Ensure Non-Current Assets can have owners assigned, the type of ownership in turn driving accounting events e.g. Outright purchase, leased, hire-purchase etc	Min		
BR_FIN_3123	2	Finance	Non current assets	Ensure asset balances including depreciation are automatically rolled forward into a new financial year as previous year financial period closes	Min		
BR_FIN_3124	2	Finance	Non current assets	Allow capture of information on the asset and its ownership and any additional information relating to leasing (where relevant)	Min		

BR_FIN_3125	2	Finance	Non current assets	Allow assets to be categorised in a multi-level logical hierarchy e.g. major and minor categories corresponding to asset characteristics such as useful economic life	Min
BR_FIN_3126	2	Finance	Non current assets	Allow the creation of assets from project reported costs with a corresponding integration between the project and asset register	Min
BR_FIN_3127	2	Finance	Non current assets	Ensure accounting logic can be built into and tied to the categorisation of assets	Min
BR_FIN_3128	2	Finance	Non current assets	Create, adjust in life (due to additions, revaluations, impairments etc.), retire assets and support end to end asset lifecycle events. All changes will require appropriate workflow approval as defined by Matrix Departments	Min
BR_FIN_3129	2	Finance	Non current assets	Calculate depreciation automatically	Min
BR_FIN_3130	2	Finance	Non current assets	Allow for depreciation adjustments to be made to reflect changes to the asset including change to in service date, asset life etc	Min
BR_FIN_3131	2	Finance	Non current assets	Allow additions to existing assets e.g. resulting from capital enhancement work such as property extensions	Min
BR_FIN_3132	2	Finance	Non current assets	Enable the capitalisation and depreciation of expected decommissioning costs (i.e. on setting up a decommissioning provision)	Min
BR_FIN_3133	2	Finance	Non current assets	Capture and properly account for costs relating to dismantling/decommissioning (i.e. those costs being charged against the decommissioning provision)	Min
BR_FIN_3134	2	Finance	Non current assets	Be able to expense assets to the P&L at creation of fixed asset or part way through its life if capitalisation criteria has changed	Min
BR_FIN_3135	2	Finance	Non current assets	Allow processing of both tangible and intangible assets	Min
BR_FIN_3136	2	Finance	Non current assets	Allow configuration of capitalisation rules by category of asset	Min

BR_FIN_3137	2	Finance	Non current assets	Ensure asset revaluation rules properly account for previous revaluations in line with current accounting standards (IAS 16) especially with regard to revaluation surplus	Min
BR_FIN_3138	2	Finance	Non current assets	Allow creation of both depreciating and non-depreciating assets	Min
BR_FIN_3139	2	Finance	Non current assets	Allow for Matrix Department defined categorisation and treatment of assets e.g. assets held for sale	Min
BR_FIN_3140	2	Finance	Non current assets	Support a seamless integration of the fixed asset, sales and purchases ledgers as they relate to the sale/transfer of fixed assets between entities	Min
BR_FIN_3141	2	Finance	Non current assets	Support asset Master Data management	Min
BR_FIN_3142	2	Finance	Non current assets	Allow asset Master Data changes to be made to single or multiple assets	Min
BR_FIN_3143	2	Finance	Non current assets	Allow maximum available information to flow into assets from procurement and Accounts Payable or Project Accounting solution to avoid rekeying of data	Min
BR_FIN_3144	2	Finance	Non current assets	Provide reconciliations between the different subledgers (including the General Ledger) to ensure information is accurate and provide exception reports as appropriate to support investigation and resolution of differences	Min
BR_FIN_3145	2	Finance	Non current assets	Allow links to be created between dependent assets e.g. lift chassis and lift motor	Min
BR_FIN_3146	2	Finance	Non current assets	Be compliant with and capable of processing transactions in line with all relevant current accounting standards as they relate to fixed assets e.g. lease incentives, leases etc.	Min
BR_FIN_3147	2	Finance	Non current assets	Ensure all changes to assets are recorded in the Service System and history is maintained	Min

BR_FIN_3148	2	Finance	Non current assets	Ensure Self Service functionality is available to enable asset owners to view and verify assets e.g. asset location or description. All changes will require appropriate workflow approval	Min	
BR_FIN_3149	2	Finance	Non current assets	Support partial retirements and the ability to split an asset into component parts. (This is expected to be used for grouped IT assets)	Min	
BR_FIN_3150	2	Finance	Non current assets	Automatically post depreciation and amortisation charges to asset owner cost centre or as otherwise defined by the Matrix Departments	Min	
BR_FIN_3151	2	Finance	Non current assets	Ensure asset details including account codes are automatically defaulted by the Service System to ensure postings are right first time and prevent manual reallocations	Min	
BR_FIN_3152	2	Finance	Non current assets	Ensure that any sensitive assets can be viewed and managed separately and can be anonymised or otherwise restricted for security purposes.	Min	
BR_FIN_3153	2	Finance	Non current assets	Ensure accounting entries for gains and losses on disposal are automatically calculated by the Service System, and accounted for in line with HM Treasury FReM and CBG (for budgeting) requirements	Min	
BR_FIN_3154	2	Finance	Non current assets	Ensure approval routes are aligned to the rules of "Managing Public Money"	Min	
BR_FIN_3155	2	Finance	Non current assets	Ensure asset reinstatement functionality is available to return previously retired assets into service (rather than create a new asset record). Asset reinstatement to be approved via Matrix Department defined workflow	Min	
BR_FIN_3156	2	Finance	Non current assets	Ensure sale and leasebacks are processed as separate transactions	Min	
BR_FIN_3157	2	Finance	Non current assets	Have the ability to have multiple asset registers each linked to its own General Ledger, where organisations deem it necessary.	Min	
BR_FIN_3158	2	Finance	Non current assets	Perform, record and report as per IFRS 16 rules interpreted and adapted by the FReM	Min	



BR_FIN_3159	2	Finance	Non current assets	Support MHCA valuation for non-current assets	Min
BR_FIN_3160	2	Finance	Non current assets	Provide reconciliation of transfer between reserves in MHCA valuation	Min
BR_FIN_3161	2	Finance	Non current assets	Provide Self-Serve and report based access to asset listings and asset information as held in the Service System	Min
BR_FIN_3162	2	Finance	Non current assets	Produce impairment reports showing all assets impaired and their associated financial information as it relates to the impairment	Min
BR_FIN_3163	2	Finance	Non current assets	Produce reports supporting the disclosure requirements associated with assets that have been transferred across government into arm's length bodies (e.g. the Government Property Agency)	Min
BR_FIN_3164	2	Finance	Non current assets	Provide a report that shows the full history of revaluations and impairments including the accounting treatments applied and all associated financial information (e.g. cost/value, reserve amount etc.)	Min
BR_FIN_3165	2	Finance	Non current assets	Ensure reports are available to drill down from the asset into the underlying transactions, including revaluations and impairments	Min
BR_FIN_3166	2	Finance	Non current assets	Allow the entry and editing of narrative notes to the financial statements within the Service System	Min
BR_FIN_3167	2	Finance	Non current assets	Provide security and controls around the entry and editing of narrative notes to the financial statements within the Service System	Min
BR_FIN_3168	2	Finance	Non current assets	Provide a report that shows future period and annual depreciation forecasts as submitted to HMT compared to actuals	Min
BR_FIN_3169	2	Finance	Non current assets	Provide information or reports on number of Master Data changes in the last month	Min
BR_FIN_3170	2	Finance	Non current assets	Provide information or reports on asset categories not used within a period determined by the user	Min

BR_FIN_3171	2	Finance	Non current assets	Provide reports showing the value of assets under construction (AUC) both at summary and asset level	Min
BR_FIN_3172	2	Finance	Non current assets	Provide reports showing the aged profile of asset clearing accounts and AUC both at summary and asset level	Min
BR_FIN_3173	2	Finance	Non current assets	Provide value of asset transfers outside of a Matrix Department (including transfers to ALBs) with ability to select period covered (e.g. in the last 12 Months) and whether at detailed or summary level	Min
BR_FIN_3174	2	Finance	Non current assets	Provide value of asset transfers within a Matrix Department with ability to select period covered (e.g. in the last 12 Months) and whether at detailed or summary level	Min
BR_FIN_3175	2	Finance	Non current assets	Provide actual run time for depreciation process	Min
BR_FIN_3176	2	Finance	Non current assets	Provide reports that show the value of assets, both at summary and asset level that have not been verified within a timeframe defined by the user	Min
BR_FIN_3177	2	Finance	Non current assets	Provide reports that show the value of assets, both at summary and asset level that have not been revalued within a timeframe defined by the user	Min
BR_FIN_3178	2	Finance	Non current assets	Provide reports that show the value, both at summary and asset level of annual adjustments for MHCA	Min
BR_FIN_3179	2	Finance	Non current assets	Provide reports that show the number and value of assets, both at summary and asset level that have been retired within a timeframe defined by the user	Min
BR_FIN_3180	2	Finance	Non current assets	Provide a report that shows assets that are at or approaching zero NBV. Available both at summary and asset level and within a timeframe defined by the user	Min
BR_FIN_3181	2	Finance	Non current assets	Ensure approval workflows associated with all areas of the NCA process provide for necessary segregation of duties	Min
BR_FIN_3182	2	Finance	Non current assets	Allow the setting of limits for the capitalisation of individual assets	Min

BR_FIN_3183	2	Finance	Non current assets	Allow use of key information to support capitalisation control e.g. asset life	Min
BR_FIN_3184	2	Finance	Non current assets	Validate key data items at point of entry to ensure all fields have been completed	Min
BR_FIN_3185	2	Finance	Non current assets	Manage and support the transfer of assets both within a given Matrix Department and between Matrix Departments on the Service System. All transfers to be subject to authority defined workflow	Min
BR_FIN_3186	2	Finance	Non current assets	Manage and support the transfer of assets between Matrix Departments and Departments, ALBs and third parties on other systems. All transfers to be subject to authority defined workflow	Min
BR_FIN_3187	2	Finance	Non current assets	Provide a report showing users with segregation of duties conflicts. Report available at summary and detailed level	Min
BR_FIN_3188	2	Finance	Non current assets	Provide a report showing users with write access to the asset register(s). Report available at summary and detailed level	Min
BR_FIN_3189	2	Finance	Non current assets	Ensure asset sale process has approval workflows in place	Min
BR_FIN_3190	2	Finance	Non current assets	Provide the ability to regularly review and maintain asset data	Min
BR_FIN_3191	2	Finance	Non current assets	Ensure asset records are only created where the asset owner is internal to the organisation (e.g. prevent sub-tenants and suppliers being added to the register as owners)	Min
BR_FIN_3192	2	Finance	Non current assets	Provide the ability for individuals to manually raise requests online to create an asset. All changes will require appropriate workflow approval	Min
BR_FIN_3193	2	Finance	Non current assets	Provide the ability for self-serve analytics and advanced reporting facilitating responses to parliamentary questions, freedom of information requests (e.g. number of assigned assets, depreciation forecasts etc.) and other ad hoc requests	Min

BR_FIN_3194	2	Finance	Non current assets	Provide standardised detailed fixed asset reports (by asset and category). Including (but not limited to) asset movements; fully depreciated assets; disposals detail (analysis of all assets disposed in reporting period); depreciation audit report; depreciation to date; movements in revaluation reserve; impaired assets; movements in work in progress; additions; disposals; reclassification; transfers	Min
BR_FIN_3195	2	Finance	Non current assets	Provide the ability to report on asset related transactions grouped using asset categories where appropriate	Min
BR_FIN_3196	2	Finance	Non current assets	Provide the ability to drill down and view transactions sourced from the Project Accounting solution (including but not limited to labour and miscellaneous costs). Transactions to be visible at a detailed level	Min
BR_FIN_3197	2	Finance	Non current assets	Provide tools to support the control and reconciliation of the close process e.g. the automatic matching of items already processed through the fixed asset register to those on any clearing account, the availability of a fixed asset trial balance to support reconciliation, and reports that detail balances on the fixed asset register and corresponding balances on the General Ledger together with functionality to drill down and investigate any variances	Min
BR_FIN_3198	2	Finance	Non current assets	Provide the ability to record the cost, depreciation, net book value, cost of acquisition, written down and replacement value of each asset	Min
BR_FIN_3199	2	Finance	Non current assets	Provide the ability to hold all asset information on an individual asset basis (Including but not limited to revaluation reserve elements, costs, depreciation (including any backlog), and VAT treatment on original purchase)	Min
BR_FIN_3200	2	Finance	Non current assets	Provide the ability to automatically create assets from the relevant Accounts Payable invoice or projects without the need for re-keying	Min
BR_FIN_3201	2	Finance	Non current assets	Be capable of splitting capital invoices across multiple assets both at the point of creation or subsequent to creation if found to be necessary	Min

BR_FIN_3202	2	Finance	Non current assets	Provide the ability to automatically assign default asset category values to an asset (for depreciation purposes)	Min
BR_FIN_3203	2	Finance	Non current assets	Provide the ability to set up, capitalise and reverse Assets Under Construction and report on them	Min
BR_FIN_3204	2	Finance	Non current assets	Provide the ability to automatically update fixed asset related movements in carrying cost to the General Ledger	Min
BR_FIN_3205	2	Finance	Non current assets	Provide the ability to keep written off assets in the asset register (as inactive), together with their complete history	Min
BR_FIN_3206	2	Finance	Non current assets	Provide the ability to record depreciation movements in the General Ledger (including but not limited to those associated with sales, re-life, impairments and revaluations)	Min
BR_FIN_3207	2	Finance	Non current assets	Provide the ability to post asset revaluation related transactions to specific General Ledger accounts	Min
BR_FIN_3208	2	Finance	Non current assets	Provide the ability to handle impairments (and the reversal or partial reversal of an impairment) of individual or groups of assets in a manner fully compliant with FRS 11 - Impairment of Fixed Assets & Goodwill and IAS 36 - Impairment of Assets	Min
BR_FIN_3209	2	Finance	Non current assets	Provide the ability to record full and interim revaluation dates, intervals and values in a manner fully compliant with FRS 15 - Tangible Fixed assets and IAS 36 - Property, Plant and Equipment	Min
BR_FIN_3210	2	Finance	Non current assets	Provide the ability to apply revaluation reserve rules for all revalued assets. Specifically the element within the revaluation reserve relating to individual or groups of assets needs to be identified	Min
BR_FIN_3211	2	Finance	Non current assets	Provide the ability to adjust the total revaluation amount, specifically in respect of an asset that has been revalued on disposal	Min
BR_FIN_3212	2	Finance	Non current assets	Provide the ability to calculate depreciation on a user defined range of assets (single, group, or all)	Min

BR_FIN_3213	2	Finance	Non current assets	Allow depreciation to be calculated in more than one period (backlog depreciation)	Min
BR_FIN_3214	2	Finance	Non current assets	Provide the ability to support multiple depreciation sets (e.g. tax, statutory, forecast, actual)	Min
BR_FIN_3215	2	Finance	Non current assets	Provide the ability to define a default depreciation method rule for each asset category	Min
BR_FIN_3216	2	Finance	Non current assets	Provide the ability to override default depreciation method assigned to any given asset or category of assets	Min
BR_FIN_3217	2	Finance	Non current assets	Provide the ability to review the effects of the depreciation journal on depreciation expense and the net book value before committing	Min
BR_FIN_3218	2	Finance	Non current assets	Provide the ability to recalculate depreciation prospectively (not retrospectively) by asset and category of asset	Min
BR_FIN_3219	2	Finance	Non current assets	Provide the ability to change revaluation indices globally for a specific asset category or categories	Min
BR_FIN_3220	2	Finance	Non current assets	Provide the ability to calculate and record year to date and accumulated backlog depreciation at any given period	Min
BR_FIN_3221	2	Finance	Non current assets	Provide the ability to calculate and record year to date and accumulated excess depreciation resulting from the application of revaluation indices at any given period	Min
BR_FIN_3222	2	Finance	Non current assets	Provide the ability to determine from when to start charging depreciation (e.g. invoice payment, in service date etc.)	Min
BR_FIN_3223	2	Finance	Non current assets	Allow depreciation to be charged in the month of disposal or scrappage	Min
BR_FIN_3224	2	Finance	Non current assets	Allow different bases for the calculation of depreciation in the month of disposal or scrappage of an asset (e.g. no depreciation, a full month of depreciation or pro rata)	Min
BR_FIN_3225	2	Finance	Non current assets	Allow depreciation to be calculated on a monthly basis	Min

BR_FIN_3226	2	Finance	Non current assets	Allow depreciation to be calculated using multiple depreciation methods (including but not limited to straight line, reducing balance, residual value, non-depreciation (for land))	Min	
BR_FIN_3227	2	Finance	Non current assets	Allow depreciation to be calculated either pro rata in the first month or from following month	Min	
BR_FIN_3228	2	Finance	Non current assets	Provide the ability for applying parent & child depreciation	Min	
BR_FIN_3229	2	Finance	Non current assets	Provide the ability to apportion depreciation to multiple cost centres within the organisation	Min	
BR_FIN_3230	2	Finance	Non current assets	Provide the ability to create a depreciation journal that will automatically update the General Ledger from the fixed assets register (with no need for re-keying data)	Min	
BR_FIN_3231	2	Finance	Non current assets	Provide the ability for the asset number to be visible in other subledgers e.g. Project Accounting or invoice line in AP/AR	Min	
BR_FIN_3232	2	Finance	Non current assets	Provide the ability to run depreciation calculations on an ad hoc basis	Min	
BR_FIN_3233	2	Finance	Non current assets	Provide the ability to recalculate the depreciation of any asset or group assets post impairment	Min	
BR_FIN_3234	2	Finance	Non current assets	Provide the ability to automatically authorise disposals	Min	
BR_FIN_3235	2	Finance	Non current assets	Provide the ability to reverse disposals in current and previous periods creating all associated journal entries	Min	
BR_FIN_3236	2	Finance	Non current assets	Provide the ability to both temporarily and permanently close the subledger and synchronise with relevant General Ledger periods	Min	
BR_FIN_3237	2	Finance	Non current assets	Provide the ability to combine multiple purchase invoice lines into a single asset, whilst still maintaining the breakdown of the items making up the asset	Min	

BR_FIN_3238	2	Finance	Non current assets	Ensure that asset Master Data format and structure complies with the requirements and conventions set out across government including ensuring that asset Master Data format and structure supports the capture of information in line with the HMT FReM, Consolidated Budgeting Guidance, Managing Public Money and OSCAR	Min	
BR_FIN_3240	2	Finance	Non current assets	Provide the ability to capture and upload indexation values from a central source and align on an asset category basis	Min	
BR_FIN_3241	2	Finance	Non current assets	Provide the ability to monitor NCA efficiency and effectiveness, including progress towards specific benchmarks and targets via performance reports	Min	
BR_FIN_3242	2	Finance	Non current assets	Provide the ability to set up asset lifecycles	Min	
BR_FIN_3243	2	Finance	Non current assets	Provide a mechanism for transactions to be reviewed prior to adding to or creating a new fixed asset	Min	
BR_FIN_3244	2	Finance	Non current assets	Provide the ability to maintain a reporting catalogue that outlines the key reports that support the end-to-end process	Min	
BR_FIN_3245	2	Finance	Non current assets	Provide the ability to add notes and attachments to asset records	Min	
BR_FIN_3246	2	Finance	Non current assets	Enable different approval workflows and hierarchies depending on each Matrix Departments requirements	Min	
BR_FIN_3247	2	Finance	Non current assets	Enable changes in depreciation method to be calculated on a "what if" basis showing impact of change prior to adoption	Min	
BR_FIN_3248	2	Finance	Non current assets	Be able to accept bulk uploads of asset data changes (e.g. indexation values associated with revaluation)	Min	



BR_FIN_3249	2	Finance	Non current assets	Enable system generated asset related journals to post to separate accounts in the General Ledger specifically to post cost, clearing and depreciation asset events to separate accounts, including the facility to select different accounts to which asset events for disposals, revaluations, impairments, reclassifications and transfers will be posted to	Min	
BR_FIN_3250	2	Finance	Non current assets	Create journals at summary level with detailed reporting being sourced from the fixed asset register	Min	
BR_FIN_3251	2	Finance	Non current assets	Ensure that system generated journals are by asset category and contain transaction information by asset number and type, such as backlog depreciation	Min	
BR_FIN_3252	2	Finance	Non current assets	Enable assets to be merged	Min	
BR_FIN_3253	2	Finance	Non current assets	Enable assets that still have a residual value to be retired	Min	
BR_FIN_3254	2	Finance	Non current assets	Enable assets to be scrapped with no proceeds	Min	
BR_FIN_3255	2	Finance	Non current assets	Enable revaluation related changes to be calculated on a "what if" basis showing impact of change prior to adoption	Min	
BR_FIN_3256	2	Finance	Non current assets	Allow assets to be transferred between categories creating any relevant Journals	Min	
BR_FIN_3257	2	Finance	Non current assets	Support an "Assets held for sale" category (i.e. non depreciating etc.)	Min	
BR_FIN_3258	2	Finance	Non current assets	Support the transfer of assets between cost centres, accounts and entities creating all relevant journals	Min	
BR_FIN_3259	2	Finance	Non current assets	Provide a standardised report to provide all details both financial and descriptive for each asset including asset category, asset description, applied indexation per category, net book value plus any common Government specific flex-field information	Min	

BR_FIN_3260	2	Finance	Non current assets	Maintain and provide access to NCA historic data for a period of at least 10 years	Min
BR_FIN_3297	2	Finance	Financial Planning	Enable End Users to run "What if's" simulation and scenarios comparison during the planning and budgeting process	Min
BR_FIN_3313	2	Finance	Financial Planning	Allow the configuration of online approval workflows for budgets within the Service System	Min
BR_FIN_3329	2	Finance	Financial Planning	Provide visual workflow display with options to select parameters, change workflow stages, and see progress	Min
BR_FIN_3330	2	Finance	Financial Planning	Provide ability to capture Data at lowest level of master data, input able with a user or admin definable set of master data parameters (e.g. cost centre or legal entity)	Min
BR_FIN_3331	2	Finance	Financial Planning	Allow for Budget distribution such that it goes from top level of Organisation hierarchy down to bottom level of hierarchy, and alignment for draft allocations from bottom back up to top	Min
BR_FIN_3332	2	Finance	Financial Planning	Allow for Forecasting to be updated monthly for remainder of the year	Min
BR_FIN_3333	2	Finance	Financial Planning	Allow for Forecasts to be adjusted for significant amendments	Min
BR_FIN_3334	2	Finance	Financial Planning	Allow for Multiple budget and forecast versions in a version dimension to reflect the capturing and approval stages, e.g. draft>current>historical	Min
BR_FIN_3335	2	Finance	Financial Planning	Enable Data input at higher (not base) level of master data hierarchies with definable process for distributing budget or forecast down the hierarchies	Min
BR_FIN_3336	2	Finance	Financial Planning	Enable viewing of data at all levels of hierarchies e.g. Account, Cost Centre, Entity, BU, Funding Type	Min
BR_FIN_3337	2	Finance	Financial Planning	Enable creation of Predefined budget and forecast views	Min
BR_FIN_3338	2	Finance	Financial Planning	Enable actuals to be pulled through against current year budgets and forecasts -similar functionality required for prior year i.e. ability to report current year actuals vs prior year actuals and prior year budget.	Min

BR_FIN_3339	2	Finance	Financial Planning	Enable commentary to be added regarding forecast against budget (as well as actuals vs budget), including the ability to add comments at any level in the hierarchy (e.g. comment at parent level in lieu of each child as appropriate)	Min
BR_FIN_3340	2	Finance	Financial Planning	Enable controlled third party access (e.g. ALBs/EAs) to input planning/budgeting and forecasting data (numbers and narrative)	Min
BR_FIN_3341	2	Finance	Record to Report	Facilitate DIT's obligation to record overseas operations, accounted for by foreign office	Min
BR_FIN_3342	2	Finance	Record to Report	Facilitate full audit trail for records changes including trace adjustments to source data, forecast, budgets, etc including by whom, when, value	Min
BR_FIN_3343	2	Finance	Record to Report	Allow configuration of controls around manual adjustments to consolidated data, including complete audit trail	Min
BR_FIN_3344	2	Finance	Record to Report	Enable configuration of accuracy and integrity checks during data entering/loads.	Min
BR_FIN_3345	2	Finance	Record to Report	Enable configuration of controls for changes to General Ledger and Master Data maintenance	Min
BR_FIN_3346	2	Finance	Record to Report	Allow configuration of approval workflows around financial and management accounts	Min
BR_FIN_3347	2	Finance	Record to Report	Allow online workflow approvals according to the Authority's budgetary limits and Delegated Financial Authority limits	Min
BR_FIN_3348	2	Finance	Record to Report	Enable the mapping of the Chart of Accounts to OSCAR and OSCAR II accounts for HM Treasury reporting as maintained by the Department	Min
BR_FIN_3349	2	Finance	Management Reporting	Enable integration to external reporting systems including those with alternate data structures	Min
BR_FIN_3350	2	Finance	Record to Report	Enable user to run a report on Full Year outturn as a percentage of full year forecast.	Min
BR_FIN_3351	2	Finance	Record to Report	Ensure that key reports are consistent, with a standardised format and align to financial requirements	Min
BR_FIN_3352	2	Finance	Record to Report	Enable automation of annual statutory accounts production	Min

BR_FIN_3353	2	Finance	Record to Report	Support production of statutory reporting statements automatically from the system e.g. Statement of Cash Flows, "Statement of Comprehensive Net Expenditure", Statement of Changes in Taxpayers Equity	Min
BR_FIN_3354	2	Finance	Record to Report	Provide full end to end record to report functionality as per required accounting standards and legal and regulatory requirements including support for the Government Financial Reporting Manual (FReM), IFRS & FRS102, Charities SORP.	Min
BR_FIN_3355	2	Finance	Record to Report	Enable the preparation, presentation, edition, report of the Statement of Financial Position	Min
BR_FIN_3356	2	Finance	Record to Report	Support production of financial information for annual reports and accounts which are: Performance Report, Accountability Report (Incl Remuneration report) and Financial Statements (incl SPOS 1-4) in an automated way.	Min
BR_FIN_3357	2	Finance	Record to Report	Provide ability to Produce Statement of Parliamentary Supply from the service system	Min
BR_FIN_3358	2	Finance	Record to Report	Enable Statutory returns to be drawn from the system	Min
BR_FIN_3359	2	Finance	Record to Report	Provide a set of statutory financial and management reports (for example, trial balance, balance sheet, profit and loss statement, day book)	Min
BR_FIN_3360	2	Finance	Record to Report	Enable the Departments to configure group returns to support group consolidation	Min
BR_FIN_3361	2	Finance	Record to Report	Support the ability to download reports to Excel and other spreadsheet applications using open standards	Min
BR_FIN_3362	2	Finance	Record to Report	Enable configuration around the management accounts production	Min
BR_FIN_3363	2	Finance	Record to Report	Provide ability to report on recurring allocations	Min
BR_FIN_3364	2	Finance	Record to Report	Provide reports to support analysis of consolidated management accounts	Min
BR_FIN_3365	2	Finance	Record to Report	Allow specific users to run reports that show what custom/non standard reporting has been generated from the system in order to monitor the effectiveness and usage of the standard reports	Min

BR_FIN_3366	2	Finance	Record to Report	Provide a hierarchy maintenance solution that is easy to update and maintain	Min
BR_FIN_3367	2	Finance	Record to Report	Be able to accommodate an accounting structure set externally by GFF. That structure will likely be focussed on a minimal number of CoA segments	Min
BR_FIN_3368	2	Finance	Record to Report	Provide the ability for a common integrated chart of accounts Each Chart of Accounts segment to have an identified master data system	Min
BR_FIN_3369	2	Finance	Record to Report	Provide the ability to make additions/ amendments to the chart of accounts structure e.g. segment values or hierarchies at any level	Min
BR_FIN_3371	2	Finance	Record to Report	Allow rules to control transaction postings so appropriate segments can be marked as mandatory for completion.	Min
BR_FIN_3372	2	Finance	Record to Report	Provide the ability to create or amend elements of an account code separately	Min
BR_FIN_3373	2	Finance	Record to Report	Provide the ability to create user defined account code rules (e.g., cost centres 5 point to an existing organisational parent)	Min
BR_FIN_3374	2	Finance	Record to Report	Provide the ability to identify CoA elements for expenditure and income, and, for assets and liabilities	Min
BR_FIN_3375	2	Finance	Record to Report	Provide the ability to deactivate CoA accounting segments both permanently (with option to re-open) and temporarily (so that no postings are possible)	Min
BR_FIN_3376	2	Finance	Record to Report	Provide the ability to move an element from one area of a hierarchical structure to another, with associated data being automatically realigned (and historical data preserved)	Min
BR_FIN_3377	2	Finance	Record to Report	Provide the ability to support multiple entities or departments (e.g., business units, separate companies)	Min
BR_FIN_3378	2	Finance	Record to Report	Provide the ability to support cross segment validation rules	Min
BR_FIN_3379	2	Finance	Record to Report	Allow the load of exchange rates into the General Ledger for reporting conversion	Min
BR_FIN_3380	2	Finance	Record to Report	Enable monthly exchange rates to be available for reporting purposes	Min
BR_FIN_3381	2	Finance	Record to Report	Provide the ability to reflect the actual legal entity and tax structures within the accounting structure in the system	Min

BR_FIN_3382	2	Finance	Record to Report	Provide the ability to maintain self-balancing ledgers	Min
BR_FIN_3383	2	Finance	Record to Report	Provide the ability to support multiple transaction types	Min
BR_FIN_3384	2	Finance	Record to Report	Provide the ability to support Government requirements for Whole Government Accounts and Clear Line of Sight	Min
BR_FIN_3385	2	Finance	Record to Report	Provide the ability to produce consolidated financial and management reports	Min
BR_FIN_3387	2	Finance	Record to Report	Provide the ability to drill down to source documents/transactions	Min
BR_FIN_3388	2	Finance	Record to Report	Enable an End User to run a report on journals awaiting approval	Min
BR_FIN_3389	2	Finance	Record to Report	Enable an End User to run a report on manual journal entries in the previous Month	Min
BR_FIN_3390	2	Finance	Record to Report	Provide the ability to export every account code in the chart of accounts with relevant string for every transactional line, field etc. in multiple formats (including .csv, .xml, and excel)	Min
BR_FIN_3391	2	Finance	Record to Report	Provide the ability to view whole account by supplier	Min
BR_FIN_3392	2	Finance	Record to Report	Provide the ability to view real time information in all ledgers	Min
BR_FIN_3393	2	Finance	Record to Report	Enable End User to do segmental reporting based on segments that may be defined by the Department	Min
BR_FIN_3394	2	Finance	Record to Report	Enable End User to run a report on balance sheet accounts reconciled on time (number, percentage, etc)	Min
BR_FIN_3395	2	Finance	Record to Report	Enable End User to run a report on current month actuals as a percentage of the prior month forecast for the Month (Monthly)	Min
BR_FIN_3396	2	Finance	Record to Report	Enable an End User to run a report on differences between original submission subsequent versions	Min
BR_FIN_3397	2	Finance	Record to Report	Enable an End User or audit function to run a report showing full details of journal approvals	Min
BR_FIN_3398	2	Finance	Record to Report	Enable an End User to run a report on number of active cost centres in Chart of Accounts	Min
BR_FIN_3399	2	Finance	Record to Report	Enable an End User to run a report on number of cost centres in chart of accounts inactive (e.g. for 18 Months)	Min
BR_FIN_3400	2	Finance	Record to Report	Enable an End User to run a report on number of in-year budget changes	Min

BR_FIN_3401	2	Finance	Record to Report	Enable an End User to run a report on End Users with segregation of duties conflicts	Min
BR_FIN_3402	2	Finance	Record to Report	Enable an End User to run a report on value of changes to budgets after first submission	Min
BR_FIN_3403	2	Finance	Record to Report	Enable End Users to run exception reports on General Ledger accounts after sub-ledgers were transferred	Min
BR_FIN_3404	2	Finance	Record to Report	Enable End Users to run reports on longstanding reconciliation items, i.e. ageing analysis	Min
BR_FIN_3405	2	Finance	Record to Report	Enable End Users to run reports on material mismatches in cross departmental transactions for both statutory and whole of government accounts	Min
BR_FIN_3406	2	Finance	Record to Report	Enable users to run standard reports directly from the system, including an Income & Expenditure, Balance Sheet and a Trial Balance	Min
BR_FIN_3407	2	Finance	Record to Report	Include option to present information differently for different types of report - e.g. for the production of annual statements rounded to near thousand, TB to be presented on pence, etc	Min
BR_FIN_3408	2	Finance	Record to Report	Provide the ability to schedule reports which are available to a group or an individual	Min
BR_FIN_3409	2	Finance	Record to Report	Provide the ability to tailor a group of reports by user and make these available to them via their role profile	Min
BR_FIN_3410	2	Finance	Record to Report	Provide the ability to construct & view reports, with access to data based on user role profiles	Min
BR_FIN_3411	2	Finance	Record to Report	Provide an agile reporting tool which allows End Users to manipulate data and information quickly including the fields and attributes of the report	Min
BR_FIN_3412	2	Finance	Record to Report	Provide Self Service tools are used for standard dashboards and reports	Min
BR_FIN_3413	2	Finance	Record to Report	Provide the ability for users to Drill down to view transactional details	Min
BR_FIN_3414	2	Finance	Record to Report	Provide the ability to perform self-service reporting (for Dashboards)	Min
BR_FIN_3415	2	Finance	Record to Report	Provide the ability to build and save report templates	Min
BR_FIN_3416	2	Finance	Record to Report	Provide the ability to perform self-service reporting (build/write reports from the system)	Min



BR_FIN_3417	2	Finance	Record to Report	Provide the ability to perform cross-system reporting(for example, combining financial and non-financial information)	Min
BR_FIN_3418	2	Finance	Record to Report	Provide the ability to pick up data across a number of different dimensions and different charts of account hierarchies	Min
BR_FIN_3419	2	Finance	Record to Report	Provide the ability to report only on fully posted and validated data (for example, ignore transactions which are in the process of being updated and are not committed)	Min
BR_FIN_3420	2	Finance	Record to Report	Provide the ability for self-service reporting across functions	Min
BR_FIN_3421	2	Finance	Record to Report	Provide the ability to restrict the range of account codes that are available to particular groups of users E.g. , users are only able to post journals to the legal entities that they have responsibility for	Min
BR_FIN_3422	2	Finance	Record to Report	Provide the ability to automatically write off small amounts of GRNI (Goods Received Not Invoiced)	Min
BR_FIN_3424	2	Finance	Record to Report	Allow for the import of external data from third party systems to enable group consolidation. Those systems WILL use different charts of account and may have different calendars	Min
BR_FIN_3425	2	Finance	Record to Report	Enable validation of account balances and YTD numbers and mapping by ALBs and agency for accounts and outturn before the balances are submitted to the Department	Min
BR_FIN_3426	2	Finance	Record to Report	Enable notification when Agencies or ALBs made adjustments to their accounts	Min
BR_FIN_3427	2	Finance	Record to Report	Allow automated routines to do online allocations and cross charging	Min
BR_FIN_3428	2	Finance	Record to Report	Enable configuration of controls for allocations	Min
BR_FIN_3429	2	Finance	Record to Report	Enable setting up of recurring allocations	Min
BR_FIN_3430	2	Finance	Record to Report	Include the option to add a journals approver without overriding system generated approvers	Min
BR_FIN_3431	2	Finance	Record to Report	Allow configuration of group consolidation and accounts	Min



BR_FIN_3432	2	Finance	Record to Report	Contain functionality to consolidate management accounts	Min
BR_FIN_3433	2	Finance	Record to Report	Allow for the automated mapping of external data for group consolidation.	Min
BR_FIN_3434	2	Finance	Record to Report	Provide the ability where possible to automate financial consolidation and intercompany eliminations including where data has been interfaced from third party systems.	Min
BR_FIN_3435	2	Finance	Record to Report	Enable configuration of controls around GL control accounts	Min
BR_FIN_3436	2	Finance	Record to Report	Enable configuration of controls around journal approval according to the Delegated Financial Authority limits, role, etc	Min
BR_FIN_3437	2	Finance	Record to Report	Enable configuration of controls around materiality thresholds with ability to have different thresholds for different purposes: journal approvals, year-end, auditing	Min
BR_FIN_3438	2	Finance	Record to Report	Enable configuration of controls for internal recharges	Min
BR_FIN_3439	2	Finance	Record to Report	Enable configuration of the Department's period end timetable to be aligned to external reporting requirements	Min
BR_FIN_3440	2	Finance	Record to Report	Ensure that GL period status can be controlled ordinarily having only one monthly GL accounting period (P1-12) open at a time; exceptions being around month and year end	Min
BR_FIN_3441	2	Finance	Record to Report	Enable users to run analysis reports on ageing of Suspense Account transactions - i.e. to identify long standing transactions	Min
BR_FIN_3442	2	Finance	Record to Report	Provide the ability for user-defined journal/ invoice warning/ rejection tolerances	Min
BR_FIN_3443	2	Finance	Record to Report	Support automated cross charging to other government departments or those external to the Authority	Min
BR_FIN_3444	2	Finance	Record to Report	Enable recurring journals with necessary controls around the use of any recurring transactions and for approved roles only	Min
BR_FIN_3445	2	Finance	Record to Report	Report on recurring journals	Min
BR_FIN_3446	2	Finance	Record to Report	Allow Configuration of manual journal controls, including storage of backup evidence to support audit	Min
BR_FIN_3447	2	Finance	Record to Report	In line with Global Design principles, provide the ability to prevent manual journals being posted to control accounts	Min

BR_FIN_3448	2	Finance	Record to Report	Provide the ability to prevent out of balance journals from being posted	Min
BR_FIN_3449	2	Finance	Record to Report	Provide the ability for the entry and posting of all journals as a two stage process. (1) input of the entry and (2) its checking, amending, authorisation and automatic updating of the General Ledger	Min
BR_FIN_3451	2	Finance	Record to Report	Provide the ability for journals to cover the transfer of items within the General Ledger and between Sales Ledger accounts, Purchase Ledger accounts, the Cashbook and the General Ledger	Min
BR_FIN_3452	2	Finance	Record to Report	Provide the ability to support multiple journal types. (for example, standard, recurring (allow users to specify the recurring date), reversing (allow users to specify the reversing date), combined reversing/ recurring, statistical, template (to facilitate frequently used journals), allocations, prior period and prior year)	Min
BR_FIN_3453	2	Finance	Record to Report	Provide the ability for reversing and non-reversing of accrual journals with the ability to specify the reversal period	Min
BR_FIN_3454	2	Finance	Record to Report	Provide the ability to allocate or match off contra transactions (for example, correcting journals)	Min
BR_FIN_3455	2	Finance	Record to Report	Provide the ability for statistical journals to Not have to balance	Min
BR_FIN_3456	2	Finance	Record to Report	Provide the ability to auto-number journals	Min
BR_FIN_3457	2	Finance	Record to Report	Provide the ability for free text narratives to be added to each journal header and journal item line	Min
BR_FIN_3458	2	Finance	Record to Report	Provide the ability to upload online journals	Min
BR_FIN_3460	2	Finance	Record to Report	Provide the ability for users to adjust currency exchange rates for each journal line	Min
BR_FIN_3461	2	Finance	Record to Report	Provide the ability to auto post journals into the new period after posting period/calendar period close of prior period. (journals loaded WD1-WD3)	Min
BR_FIN_3462	2	Finance	Record to Report	Provide the ability to run an auto reversal process to cover year end adjustment period journals	Min

BR_FIN_3464	2	Finance	Record to Report	Provide the ability to remap MOG's financial accounts to the matrix department CoA , where MOG's may be on different ERP or the Accounts being used in a different way, resulting from incoming or outgoing government functions or directorates, arising from changes in government.	Min
BR_FIN_3465	2	Finance	Record to Report	Allow the configuration of controls around automatic tools and workflows to control the period end close process	Min
BR_FIN_3466	2	Finance	Record to Report	Enable configuration controls around closed periods - this should not be re-opened unless the End User has the right responsibilities	Min
BR_FIN_3467	2	Finance	Record to Report	Enable configuration of controls around open and close accounting periods	Min
BR_FIN_3468	2	Finance	Record to Report	Enable configuration of controls around when sub-ledgers are closed	Min
BR_FIN_3469	2	Finance	Record to Report	Support Month end close management through a month end close workflow tool that supports all Month end close activities	Min
BR_FIN_3470	2	Finance	Record to Report	Provide the ability to roll forward unused budgets into next budget year	Min
BR_FIN_3471	2	Finance	Record to Report	Provide the ability to close accounting periods independent of other accounting periods	Min
BR_FIN_3474	2	Finance	Record to Report	Provide the ability for processing of transactions into future periods while still closing the current period	Min
BR_FIN_3475	2	Finance	Record to Report	Provide the ability to update accounting balances and perform a roll forward when a new General Ledger period is opened	Min
BR_FIN_3476	2	Finance	Record to Report	Provide period end processing, including automatic checks that all batch interface routines have been executed, reversal of accruals, update of monthly transaction records, preparation of full period audit trail, and monthly journals processing	Min
BR_FIN_3477	2	Finance	Record to Report	Ensure that month close processes should be semi-automated, with some /minimal manual interventions.	Min
BR_FIN_3478	2	Finance	Record to Report	Enable configuration of control around GL Account adjustments to prior accounting periods	Min
BR_FIN_3479	2	Finance	Record to Report	Enable integrity check of General Ledgers after sub-ledgers closure	Min

BR_FIN_3480	2	Finance	Record to Report	Enable End Users to store reporting narrative during financial consolidation activities	Min
BR_FIN_3481	2	Finance	Record to Report	Automate tax treatment for inter departmental transfers that may be deemed intercompany billed to different legal entities	Min
BR_FIN_3483	2	Finance	Record to Report	Allow Extended trial balance adjustments	Min
BR_FIN_3484	2	Finance	Record to Report	Allow for journal approval workflow in line with delegated authority	Min
BR_FIN_3485	2	Finance	Record to Report	Enable workflow approvals and segregation of duties when a journal is submitted	Min
BR_FIN_3486	2	Finance	Record to Report	Enable configurations of controls around End Users that can access adjustment periods	Min
BR_FIN_3487	2	Finance	Record to Report	Enable periods for adjustments on top of normal (P1-P12) periods	Min
BR_FIN_3488	2	Finance	Record to Report	Support materiality-based control of transactions being recorded in adjustment periods	Min
BR_FIN_3489	2	Finance	Record to Report	Provide the ability for year-end adjustments in the General Ledger after Sub Ledgers have been closed for the year	Min
BR_FIN_3490	2	Finance	Record to Report	Provide the ability to, at year-end close, provide automatic clearing of operating cost statement accounts to a designated 'general fund' account and carry forward balances on balance sheet designated accounts to provide for opening balances of the new year's balance sheet	Min
BR_FIN_3492	2	Finance	Record to Report	Provide the ability to clearly and separately identify costs or valuation in relation to all assets for year-end accounts purposes, including brought forward at beginning of year, additions during The year, disposals during year, revaluation during year, carried forwards at end of year	Min
BR_FIN_3493	2	Finance	Record to Report	Provide the ability to clearly and separately identify depreciation in relation to all assets for year-end accounts purposes, including brought forward at beginning of year, charge for year, disposals during year, carried forwards at end of year	Min
BR_FIN_3494	2	Finance	Record to Report	Allow configuration of automated balance sheet reconciliations	Min
BR_FIN_3495	2	Finance	Record to Report	Enable automatic reconciliations and raising of exceptions between the general ledger and all subledgers	Min

BR_FIN_3496	2	Finance	Record to Report	Enable configuration of controls around accounts reconciliation - such as scope, timing, reconciliation owner	Min
BR_FIN_3498	2	Finance	Record to Report	Provide visual workflows, workflow management menus and workflow/status reporting relating to CoA	Min
BR_FIN_3499	2	Finance	Record to Report	Provide for Error checking, cross validations and hard validations when performing CoA maintenance	Min
BR_FIN_3500	2	Finance	Record to Report	Reporting on mapping changes and access to historical mapping/audit trail relating to CoA	Min
BR_FIN_3501	2	Finance	Record to Report	Ensure that Consolidating entities' mapping is available across the ERP to enable analysis in local and parent CoA at the same time	Min
BR_FIN_3502	2	Finance	Record to Report	Provide ability to upload mass changes to CoA via an upload template, subject to necessary controls and approval flows	Min
BR_FIN_3503	2	Finance	Record to Report	Provide functionality to support a controlled Financial Close process, like Financial Close Manager	Min
BR_FIN_3504	2	Finance	Record to Report	Provide the ability to move an element from one area of a hierarchical structure to another, with associated data being automatically realigned including the realignment of historical data	Min
BR_FIN_3505	2	Finance	Record to Report	Support automated revaluations of non-functional balances in line with relevant GAAP	Min
BR_FIN_3506	2	Finance	Expenses	Enable a process and controls so cash advances can be applied for, approved and paid for Departments where this policy exists	Min
BR_FIN_3507	2	Finance	Expenses	Enable a process and controls so cash advances will automatically be offset against future cashable expense claims, and have a process to recover any unspent cash advance	Min
BR_FIN_3508	2	Finance	Expenses	Display warning messages when items haven't been actioned after some time (e.g. submitted for approval)	Min
BR_FIN_3509	2	Finance	Expenses	Enable the "Line Manager" or "Expense Approver" to redirect expense claims to alternate approvers for their cost centre during periods of absence	Min
BR_FIN_3510	2	Finance	Expenses	Automatically reassign task to the next Approver defined by the Authority, when the first Approver's system is set as 'out of office'	Min

BR_FIN_3511	2	Finance	Expenses	Allow workflow exceptions defined by the Authority based on Business Unit specific policies or Business Units technological differences	Min
BR_FIN_3512	2	Finance	Expenses	Automatically escalate an expense claim approval when the approver does not approve or reject within a specified time period	Min
BR_FIN_3513	2	Finance	Expenses	Enable the approver to reassign claim to another suitable approver	Min
BR_FIN_3514	2	Finance	Expenses	Enable expenses claimants to appoint a delegate to input the expenses on their behalf. This is routed to the original claimer to check and submit	Min
BR_FIN_3515	2	Finance	Expenses	Enable functionality for both automatic and manual delegation for expense claim approvals	Min
BR_FIN_3516	2	Finance	Expenses	Be configurable in applying audit selection criteria for online claims	Min
BR_FIN_3517	2	Finance	Expenses	Flag expense claims that are subject to audit in the system and to the claimant and expense team, to prevent payments until the audit is complete	Min
BR_FIN_3518	2	Finance	Expenses	Provide the ability to identify missing receipts	Min
BR_FIN_3519	2	Finance	Expenses	Provide the ability to randomly select expense claims prior to payment for audit purposes	Min
BR_FIN_3520	2	Finance	Expenses	Provide the ability to audit all claims by an identified user	Min
BR_FIN_3521	2	Finance	Expenses	Enable the "Line Manager" or "Expense Approver" to add notes when approving, rejecting, returning, or reassigning expenses claims	Min
BR_FIN_3522	2	Finance	Expenses	Display to the expense claimer and the approver the reason why a claim does not comply with policies. If the breach is due to the user claiming an expense over the limit the limit and/or the difference to that limit should be displayed. If the breach is because the claimant hasn't attached relevant evidence (e.g. receipt) the system should state so	Min
BR_FIN_3523	2	Finance	Expenses	Raise policy violations automatically . Claimants must acknowledge the violation and provide suitable justification that is visible during the approval and audit steps	Min
BR_FIN_3524	2	Finance	Expenses	Report or identify claims that have used user defined exchange rates outside of % tolerance	Min

BR_FIN_3525	2	Finance	Expenses	Provide the ability to restrict the submission of a claim depending on its age (aligned to organisation policy)	Min
BR_FIN_3526	2	Finance	Expenses	Provide the ability to update mileage rate changes and vehicle types easily	Min
BR_FIN_3527	2	Finance	Expenses	Allow policy owners (HR) and Finance to make changes to audit categories in line with changes to policies i.e. add/remove categories	Min
BR_FIN_3528	2	Finance	Expenses	Provide the ability for claimants to search/view their history of expenses and track the progress of unpaid expense claims online	Min
BR_FIN_3529	2	Finance	Expenses	Allow online audit of expenses claims	Min
BR_FIN_3530	2	Finance	Expenses	Allow additional Service System driven expense claim controls (such as claims on cost of professional subscriptions)	Min
BR_FIN_3531	2	Finance	Expenses	Enable compliance checks based on a random sample %	Min
BR_FIN_3532	2	Finance	Expenses	Ensure that the expense claim approver's delegate is at the same level or more senior to the original approver	Min
BR_FIN_3533	2	Finance	Expenses	Allow users to submit expenses over the policy limits where prescribed by the Authority. A clear warning must be displayed to the submitter during this process	Min
BR_FIN_3534	2	Finance	Expenses	Suspend any access to expenses claim process when staff leave the Authority	Min
BR_FIN_3535	2	Finance	Expenses	Allow controls for reimbursement of expenses in the Service System against staff that are due to leave	Min
BR_FIN_3536	2	Finance	Expenses	Allow for all expense types (e.g. lunch, evening meal) to have a maximum daily policy limit or rate in line with travel policy	Min
BR_FIN_3537	2	Finance	Expenses	When user has more than one claim on the same day for the same amount the system should flag it to another team/s defined by the Authority as a potential duplicate and for investigation	Min
BR_FIN_3538	2	Finance	Expenses	Allow configuration of controls to prevent employees submitting expense claims in a future date	Min
BR_FIN_3539	2	Finance	Expenses	Enable restricted or defined access and ability for Non-permanent or non-Authority employees to claim expenses (e.g. guest speakers, secondees or Loan In staff)	Min



BR_FIN_3540	2	Finance	Expenses	Provide the ability to submit expenses with digital images attached, ideally supporting mobile functionality to accomplish	Min
BR_FIN_3541	2	Finance	Expenses	Enable definition of mandatory fields depending on the expense claim form or expense type	Min
BR_FIN_3542	2	Finance	Expenses	Enable dependent fields in claim forms so expenses claimants can select the expense type between several categories, then according to the category specific fields will be displayed	Min
BR_FIN_3543	2	Finance	Expenses	Enable expenses claimants to edit the pre-populated information in the form	Min
BR_FIN_3544	2	Finance	Expenses	Enable expenses claimants to have information pre-populated in the form, such as cost centre, location, etc where possible from their HR record	Min
BR_FIN_3545	2	Finance	Expenses	Enable expenses claimants to 'Delete' expense claims that are in 'Withdrawn', 'Rejected', 'Saved', 'In Progress' or 'Returned' only	Min
BR_FIN_3546	2	Finance	Expenses	Enable expenses claimants to adjust expense, i.e. due to home to office travel	Min
BR_FIN_3547	2	Finance	Expenses	Enable expenses claimants to allocate expenses to one or more projects (if projects module in use)	Min
BR_FIN_3548	2	Finance	Expenses	Enable expenses claimants to identify expenses incurred overseas on the form, and input with controls related to exchange rate variance tolerance	Min
BR_FIN_3549	2	Finance	Expenses	Enable expenses claimants to split the expenses line into one or more cost centres. The End User to dictate if allocation will be split equally or in a proportion	Min
BR_FIN_3550	2	Finance	Expenses	Ensure that expense claims include attached supporting evidence, alternative if no evidence is attached the user should add commentary as to why	Min
BR_FIN_3551	2	Finance	Expenses	Enable user to identify expenses with a cost code different to the one they are raising it from	Min
BR_FIN_3552	2	Finance	Expenses	Enable the user to enter their own exchange rates (within predefined % limits against corporate rates)	Min
BR_FIN_3553	2	Finance	Expenses	Enable users to save claims part way through completion for submission at a future date	Min
BR_FIN_3554	2	Finance	Expenses	Provide the ability to process multiple currencies on one claim	Min



BR_FIN_3555	2	Finance	Expenses	Enable employees to amend claims prior to their submission for approval	Min
BR_FIN_3556	2	Finance	Expenses	Be able to support multiple authorised worker types facilitating different processes for certain employees e.g. Fast Streamers etc	Min
BR_FIN_3557	2	Finance	Expenses	Enable expenses claimants to receive warning messages before submission i.e. asking that the expense complies with the Authority's policies	Min
BR_FIN_3558	2	Finance	Expenses	Identify accommodation expenses within the ceiling limits, and when these limits are exceeded the claimer should provide commentary	Min
BR_FIN_3559	2	Finance	Expenses	Identify different type of air travel expenses and when not complied require the End User should add commentary	Min
BR_FIN_3560	2	Finance	Expenses	Prompt expense claimants to review completed form before submission	Min
BR_FIN_3561	2	Finance	Expenses	Enable a warning to the End User prior to submission for approval where the amount claimed for that expense type is over that allowed by the current policy	Min
BR_FIN_3562	2	Finance	Expenses	Automatically flag expenses claimed which are over the policy limits and notify specific groups to be defined by the Authority (e.g. BPO Provider compliance team)	Min
BR_FIN_3563	2	Finance	Expenses	Provide the ability to handle multiple expense policies, assign only applicable ones to specific employee groups and update the applicable policies if an employee moves to another cluster department	Min
BR_FIN_3564	2	Finance	Expenses	Automatically load exchange rates from a master data set itself used for all systems	Min
BR_FIN_3565	2	Finance	Expenses	Enable the automated classification of expenses into different tax groups to facilitate tax reporting to payroll. Users may need to complete additional fields for this determination to take place	Min
BR_FIN_3566	2	Finance	Expenses	Enable expenses claimants to select the type of expense 'template' claim	Min
BR_FIN_3567	2	Finance	Expenses	Enable expenses claimants to raise an expense claim from a previously approved expense	Min
BR_FIN_3568	2	Finance	Expenses	Enable users to complete and save their own expense templates	Min

BR_FIN_3570	2	Finance	Expenses	Automatically replicate changes to expenses to all systems that support expenses processes, including booking systems for hotel and travel. To be done through interface or manual changes as required	Min
BR_FIN_3571	2	Finance	Expenses	Provide the ability to filter HR record changes through to Expenses E.g. Line manager, cost centre etc	Min
BR_FIN_3572	2	Finance	Expenses	Provide the ability to automatically notify employees following a change to key details, including bank account details	Min
BR_FIN_3573	2	Finance	Expenses	Allow employees to maintain their own personal details, including bank account details	Min
BR_FIN_3574	2	Finance	Expenses	Allow End Users to report on third party (for example core travel management provider) and expenses put through the Service System	Min
BR_FIN_3575	2	Finance	Expenses	Enable user to report on recharges done to and from a different department	Min
BR_FIN_3576	2	Finance	Expenses	Enable End Users to run an expenses report to monitor End Users who permanently reassign expense claims approvals to another End User	Min
BR_FIN_3577	2	Finance	Expenses	Enable End Users to run report on volume and value of duplicate expense payments and erroneous payments	Min
BR_FIN_3578	2	Finance	Expenses	Enable End Users to run a report on average value of expenses claimed by period	Min
BR_FIN_3579	2	Finance	Expenses	Enable End Users to run an expense financial audit report	Min
BR_FIN_3580	2	Finance	Expenses	Enable End Users to run an expense transaction level report	Min
BR_FIN_3581	2	Finance	Expenses	Enable End Users to run an expenses report by geography	Min
BR_FIN_3582	2	Finance	Expenses	Enable End Users to run an expenses trend analysis report	Min
BR_FIN_3583	2	Finance	Expenses	Enable End Users to run an outstanding advance balances report	Min
BR_FIN_3584	2	Finance	Expenses	Enable End Users to run analytics and advanced reporting such as spend by expense category or expense type	Min
BR_FIN_3585	2	Finance	Expenses	Enable End Users to run Management Information and queries reports	Min

BR_FIN_3586	2	Finance	Expenses	Enable End Users to run status reports on expense claims by date, workflow status, user, directorate, function	Min
BR_FIN_3587	2	Finance	Expenses	Enable End Users to run transparency reports, including reports to support tax requirements associated with employee expenses, for taxable benefit expenses	Min
BR_FIN_3588	2	Finance	Expenses	Interface taxable expenses ( Benefit in kind like P11D) through to Payroll so that they can be correctly accounted for taxation	Min
BR_FIN_3589	2	Finance	Expenses	Enable expenses claimants to access details of the cumulative number of miles claimed at any point in their tax year	Min
BR_FIN_3590	2	Finance	Expenses	Provide the ability to recover overpayments from the next expense claim from the claimant ( in the case of an overpayment)	Min
BR_FIN_3591	2	Finance	Expenses	Allow different payment types including "normal" payment, emergency payments, exceptions payments	Min
BR_FIN_3592	2	Finance	Expenses	Automatically process payments for expense claims that are approved and have passed auditing. Payment should be done within a set timeframe.	Min
BR_FIN_3593	2	Finance	Expenses	Inform the Account Payables team (or the team that processed the payment) when a payment was returned and/or rejected	Min
BR_FIN_3594	2	Finance	Expenses	Enable the speedy interface of expense payments into the payables process in an automated way so as to pay claims as soon as possible	Min
BR_FIN_3595	2	Finance	Expenses	Provide the ability to prevent (put on hold) payment of expenses to a specific expenses claim or claimant	Min
BR_FIN_3596	2	Finance	Expenses	Allow users to add comments and/or upload documents to resolve audit related queries	Min
BR_FIN_3597	2	Finance	Expenses	Enable expenses claimants to add a comment when the allocation is to more than one cost centre 'Allocation reason'	Min
BR_FIN_3598	2	Finance	Expenses	Enable claimers to raise Self Service expense claims	Min
BR_FIN_3599	2	Finance	Expenses	Allow End Users to claim taxable and non-taxable expenses	Min

BR_FIN_3600	2	Finance	Cash Management	Provide the ability to process multiple currencies	Min
BR_FIN_3601	2	Finance	Cash Management	Provide the ability to process multiple cash books and bank accounts	Min
BR_FIN_3602	2	Finance	Cash Management	Provide the ability to reconcile cash books and statements, by a combination of electronic and manual matching (for example, interest charges and sundry receipts)	Min
BR_FIN_3603	2	Finance	Cash Management	Provide the ability to load bank statements and auto reconcile in one process	Min
BR_FIN_3604	2	Finance	Cash Management	Provide the ability to confirm, suspend or reject matches following an auto reconciliation process	Min
BR_FIN_3605	2	Finance	Cash Management	Provide the ability to highlight discrepancies in statements to the cash management team E.g. Numbers, Dates and opening/closing balances etc	Min
BR_FIN_3606	2	Finance	Cash Management	Provide the ability to reconcile statements that are subsequently received when initially stated as missing	Min
BR_FIN_3607	2	Finance	Cash Management	Provide the ability to raise alerts for reconciliation errors and mismatches	Min
BR_FIN_3608	2	Finance	Cash Management	Provide the ability to process one off manual payable orders and electronic payments	Min
BR_FIN_3609	2	Finance	Cash Management	Provide the ability to electronically download bank statements for multiple bank accounts	Min
BR_FIN_3610	2	Finance	Cash Management	Provide the ability to receive bank statements in multiple formats (including bank standard format e.g. .CSV, BAI / MT940/Swift)	Min
BR_FIN_3611	2	Finance	Cash Management	Provide the ability to log all bank statements that have been received	Min

BR_FIN_3612	2	Finance	Cash Management	Provide the ability to produce daily cash forecasts	Min
BR_FIN_3613	2	Finance	Cash Management	Provide Reports or the ability to generate reports for Cash Management  To include: cash flow analysis, summary of all cash postings with audit trail, bank account details listing, reconciliation of the Cash Book to the General Ledger, cash book transaction report analysed by account or income/expenditure analysis code or payment/receipt method	Min
BR_FIN_3614	2	Finance	Cash Management	Enable unreconciled items to be managed using a Service System based workflow with an audit trail showing the resolution.	Min
BR_FIN_3615	2	Finance	Cash Management	Store appropriate history of data electronically to support operational and analytical activity	Min
BR_FIN_3616	2	Finance	Cash Management	Enable automation of bank account reconciliations to cash position	Min
BR_FIN_3617	2	Finance	Cash Management	Allow identification of cash deposited into bank accounts	Min
BR_FIN_3618	2	Finance	Cash Management	Ensure that non-invoiced ( non AP or AR related) receipts and payments (e.g. bank charges, interest, funding) will create a transaction in the source system with appropriate general ledger coding, and reconcile the statement line	Min
BR_FIN_3619	2	Finance	Cash Management	Support bank account analysis and bank account sweeping	Min
BR_FIN_3620	2	Finance	Cash Management	Support bank account drawdowns between accounts	Min
BR_FIN_3621	2	Finance	Cash Management	Recognise and deal with foreign transactions appropriately EG Rate, Charges, Gains and losses	Min

BR_FIN_3622	2	Finance	Cash Management	Contain or enable the connection to payment solutions /Payment Bureau	Min
BR_FIN_3623	2	Finance	Cash Management	Accept payments via multiple methods. Currently (but not limited to) Credit Card, Debit Card, Commercial Card, Cash, Cheques, CHAPS, BACS, interbank transfer, and integration with GOV.PAY	Min
BR_FIN_3624	2	Finance	Cash Management	Enable in Service System cash flow forecasting on the required bases e.g. daily forecasts, monthly and annually.	Min
BR_FIN_3625	2	Finance	Cash Management	Provide tools to do variance analysis against forecasted cash positions	Min
BR_FIN_3626	2	Finance	Cash Management	Enable in Service System cash flow inputs into forecasting by supporting business units	Min
BR_FIN_3627	2	Finance	Cash Management	Integrate cash forecasting into overall planning and forecasting tool	Min
BR_FIN_3628	2	Finance	Cash Management	Allow system alerts to be setup regarding cash positions	Min
BR_FIN_3629	2	Finance	Cash Management	Enforce access controls around access to bank accounts and reconciliations	Min
BR_FIN_3630	2	Finance	Cash Management	Have appropriate checks and balances in place to automatically ensure all statement lines are imported correctly.	Min
BR_FIN_3631	2	Finance	Cash Management	Ensure audit trail is enabled for changes to bank details in finance systems to show a full audit history of what is changed when and by whom	Min
BR_FIN_3633	2	Finance	Cash Management	Provide secure transfer of payment files between HR systems, finance systems & banking /payment systems, without the ability of users to interfere with the file	Min
BR_FIN_3634	2	Finance	Cash Management	Enable approvals to be in Service System through managed workflows in line with the Delegated Financial Authority limits	Min

BR_FIN_3635	2	Finance	Cash Management	Enable application of Authority limits for payments and required workflows as defined by the Authority	Min
BR_FIN_3636	2	Finance	Cash Management	Ensure changes to bank details are replicated automatically across all of the Service System modules that hold these details	Min
BR_FIN_3637	2	Finance	Cash Management	Hold key bank account details and the purpose of each bank account for the Authority, its executive agencies and arm's length bodies (ALBs)	Min
BR_FIN_3638	2	Finance	Cash Management	enforce strict controlled access around changes to configuration and changes to banking details or associated systems	Min
BR_FIN_3639	2	Finance	Cash Management	enable integrated bank accounts use by the Accounts Receivable and Accounts Payable areas	Min
BR_FIN_3640	2	Finance	Cash Management	Enable the creation of individual payments and ad hoc payment runs as required for special payments e.g. extra-contractual payments and severance payments	Min
BR_FIN_3641	2	Finance	Cash Management	Enable reports to be configured to support population of HM Treasury prescribed reporting templates	Min
BR_FIN_3642	2	Finance	Cash Management	Produce reports on daily cash position ( using different parameters and Treasury reporting requirements)	Min
BR_FIN_3643	2	Finance	Cash Management	Produce reports on number of banking detail changes, with ability to select period (e.g. in last 12 Months)	Min
BR_FIN_3644	2	Finance	Cash Management	Produce reports on number of unreconciled items, with ability to select period (e.g. over 60 days old)	Min
BR_FIN_3645	2	Finance	Cash Management	Produce reports on number of End Users with access to banking data	Min
BR_FIN_3646	2	Finance	Cash Management	Produce reports on percentage accuracy of cash forecast	Min
BR_FIN_3647	2	Finance	Cash Management	Produce reports on percentage of payments made by BACS	Min

BR_FIN_3648	2	Finance	Cash Management	Produce reports on value of funds in commercial accounts	Min
BR_FIN_3649	2	Finance	Cash Management	Produce reports on Year End Outturn as a percentage of forecast	Min
BR_FIN_3650	2	Finance	Cash Management	Ensure information on bank account position is made available to other government governing functions as required by the Authority e.g. HM Treasury which reviews the government daily cash	Min
BR_FIN_3651	2	Finance	Cash Management	Enable dashboard functionality for monitoring of cash management performance	Min
BR_FIN_3652	2	Finance	Cash Management	Enable electronic storage of scanned documentation relating to receipts and payments	Min
BR_FIN_3653	2	Finance	Cash Management	Allow the upload of off system cash forecast data from off system ALBs for consolidated cashflow forecast purposes	Min
BR_FIN_3654	2	Finance	Cash Management	Be capable of creating consolidating cash forecasts including data sourced from off system uploads	Min
BR_FIN_3655	2	Finance	Cash Management	Be capable of recognising and reconciling CFER transactions (Consolidated Fund Extra Receipts )	Min
BR_FIN_3656	2	Finance	Grants	Provide checks to review payments and ensure they have been correctly, supporting audit & other consumers of this information	Min
BR_FIN_3657	2	Finance	Grants	provide an approval workflow, so that any grant that is submitted, is approved by appropriate approver , or multiple approvers, before the Grant is processed for payment	Min
BR_FIN_3658	2	Finance	Grants	ensure that an approved grant that has gone through the appropriate workflow is routed to the Payments function without the ability for it to be amended	Min
BR_FIN_3659	2	Finance	Grants	enforce segregation of duties to prevent individuals performing multiple stages in the transaction i.e. Grant Requester cannot be the same person who approves a Grant	Min



BR_FIN_3660	2	Finance	Grants	Restrict access to Grant creation, management and approval, so that access is strictly limited to authorised users only, according to their role and level of delegated authority	Min
BR_FIN_3661	2	Finance	Grants	Enforce that Grants managers/Approvers should hold system limits to their financial authority to approve a grant.	Min
BR_FIN_3662	2	Finance	Grants	Ensure that all grants should be identifiable by Type, e.g. Formula Grants, General Grant , Grants in aid or any other classification as required by the authority	Min
BR_FIN_3663	2	Finance	Grants	Ensure that each grant to have a unique Grants reference in the ERP that ties back to source system e.g. GGIS or source system	Min
BR_FIN_3664	2	Finance	Grants	Ensure that each Grants payment to be made on the ERP system should have a corresponding invoice and include unique Grants reference number	Min
BR_FIN_3665	2	Finance	Grants	Ensure that all grant award requests should go through online workflow approvals, with multiple stages of approval before being stored as an approved Grants Award in the system	Min
BR_FIN_3666	2	Finance	Grants	Allow optional approvers to be added to the approval chain where necessary, but system generated approval chains cannot be overridden.	Min
BR_FIN_3667	2	Finance	Grants	Ensure that specific categories of Grants may require additional approvals.	Min
BR_FIN_3668	2	Finance	Grants	Ensure that Grant awards are established for a specific value and time period, and any proposed extensions are subject to re-approval	Min
BR_FIN_3669	2	Finance	Grants	Ensure that Grant Awards are structured on system to enable payments to be made in accordance with the payment plan, which could be immediate or future dated	Min
BR_FIN_3670	2	Finance	Grants	Ensure that the system is capable of storing a Grant Award, containing (but not limited to)the grant classification(s), unique Grant Reference, Dates, Amount Limit, Outcomes, accounting, approvers etc, and that only Approved Grant Awards are available to transact against	Min

BR_FIN_3671	2	Finance	Grants	Ensure that a Grant Award limits the amount of spend that can be incurred under the grant, and maintains a running balance of available funds, E.g. Total Grant, Amount Spent, Amount remaining	Min
BR_FIN_3672	2	Finance	Grants	Ensure that any application for payment can only be made against an Approved Grant Scheme. A payment transaction against an approved Grant should be subject to multi stage workflow approval, and populate the payment request from information contained in the Grant award. e.g. all Accounting information, Unique Ref etc..	Min
BR_FIN_3673	2	Finance	Grants	Enable Departments that use a bespoke Grants Application and approval system to interface Grant payments into the ERP System for payment only	Min
BR_FIN_3674	2	Finance	Grants	Ensure that all grants payments generate an electronic remittance advice, containing the line description and unique Grant reference as a minimum.	Min
BR_FIN_3675	2	Finance	Grants	Ensure that there is a single source of the truth for Grants reporting. All information pertaining to Grant awards stored in the system must be reportable	Min
BR_FIN_3676	2	Finance	Grants	Provide Standard reports which are run regularly to ensure transactions are progressing. For example, invoices, payment requests etc	Min
BR_FIN_3677	2	Finance	Grants	Provide reporting which will provide a single consolidated view of Grants paid to a particular organisation, or a particular grants reference	Min
BR_FIN_3678	2	Finance	Grants	Offer Self-service tools to provide analytics and advanced reporting, including insight on Grant expenditure. This must include the Grant awards, and payments against those awards, and payments not yet made.	Min
BR_FIN_3679	2	Finance	Grants	Ensure that Grant payments are distinguishable from other commercial or 3rd party payments on the system.	Min
BR_FIN_3680	2	Finance	Grants	Ensure Grant Recipients are automatically notified following a change to key details e.g. bank account details.	Min
BR_FIN_3681	2	Finance	Grants	Allow regular audits (at least annually) can be performed to review the full list of system changes to bank account details	Min
BR_FIN_3682	2	Finance	Grants	Ensure that key attributes of Grant Recipients are captured for reporting purposes (e.g. Location, Sector).	Min

BR_FIN_3683	2	Finance	Grants	Enable cost centre/project/account coding to ensure that the Grant Scheme can be effectively managed and reported on (if Projects module in use)	Min
BR_FIN_3684	2	Finance	Grants	Ensure that all Grant awards are stored on the system, along with their classification, and accounting treatment, and the status of the award	Min
BR_FIN_3685	2	Finance	Grants	Ensure that all Grants suppliers be setup with an appropriate supplier type that identifies them as such	Min
BR_FIN_3686	2	Finance	Grants	Ensure that any changes to Grants supplier details including Address and Banking details will be subject to the same audit requirements as any other supplier	Min
BR_FIN_3687	2	Finance	Grants	Provide System functionality for recurring payment requests and scheduled payments so that these can be used to automate Grants transactions	Min
BR_FIN_3688	2	Finance	Grants	Ensure that Reports are produced on a timely basis to confirm the volume and value of duplicate payments	Min
BR_FIN_3689	2	Finance	Grants	Enable all grant payments to be paid via the ERP using electronic payment methods, the default is BACS	Min
BR_FIN_3691	2	Finance	Grants	Ensure that only authorised users can effect payment of grants once they are approved.	Min
BR_FIN_3692	2	Finance	Grants	Ensure that Approved Grants transactions are automatically routed for payment without the need for human intervention	Min
BR_FIN_3693	2	Finance	Grants	Ensure that at all stages of the Grants process, users should not have the ability to amend the grant award record, or any transactional data, without it going for reapproval.	Min
BR_FIN_3694	2	Finance	Grants	Ensure that all grant award requests need to be submitted via the service system, to the Grants Manager/Approver	Min
BR_FIN_3695	2	Finance	Grants	Ensure that Grant applications will be available to be selected for Grant Payment only when the Grant award is in an approved state. No transaction should be possible against a Grant award that is not "Approved"	Min
BR_FIN_3696	2	Finance	Grants	Ensure that Approved Grants Awards hold details of the Grant such as( but not limited to) :classifications, members, outcomes, Approvers, suppliers, Unique Reference and Accounting information.	Min

BR_FIN_3697	2	Finance	Grants	Provide Digital forms that validate data at entry stage by default	Min
BR_FIN_3698	2	Finance	Grants	Ensure that workflow approvals relating to all stages from award to payment of a Grant are auditable	Min
BR_FIN_3699	2	Finance	Source to contract	Enable the Authority's employees to manage purchasing below a watershed limit (usually £10k plus VAT) in the Service System or as per the policy guidance as it may change from time to time	Min
BR_FIN_3700	2	Finance	Source to contract	Allow for the import of supplier data from S2C systems into the ERP system	Min
BR_FIN_3701	2	Finance	Source to contract	Notify suppliers when there is a change to key fields in their supplier record, and any changes to supplier bank account information	Min
BR_FIN_3702	2	Finance	Source to contract	Use webservices to integrate with the Authorities best of breed commercial management systems (which include Jaggaer and Atamis)	Min
BR_FIN_3703	2	Finance	Source to contract	Integrate with Authorities Commercial system to create a contract in the ERP system when a contract is created & approved in the Source 2 Contract system	Min
BR_FIN_3704	2	Finance	Source to contract	Ensure that the unique contract Id /Refence number from the commercial management systems is stored in the contract record in the ERP system, and that this field is visible in MI reporting	Min
BR_FIN_3705	2	Finance	Source to contract	Have the ability to write an ERP contract /Agreement reference no. back to the Source system	Min
BR_FIN_3706	2	Finance	Source to contract	Capture spend against specific contracts, so that authorised users can view spend by Contract/contract ID	Min
BR_FIN_3707	2	Finance	Source to contract	Interface contract spend data from ERP back to the S2C system for each Authority	Min
BR_FIN_3708	2	Finance	Source to contract	Ensure that any contract amendments or variation in the Source 2 Contract system (e.g. contract extension, amount increase) must be reflected contract record in the ERP system	Min
BR_FIN_3709	2	Finance	Purchase to Pay	Control the access to be able to amend a contract in the ERP by Role, with only authorised buyers/Commercial staff with sufficient financial authority able to approve	Min
BR_FIN_3783	2	Finance	Purchase to Pay	Allow the capture of electronic invoices/credit notes in both structured and unstructured formats	Min

BR_FIN_3784	2	Finance	Purchase to Pay	Enable the End Users to flag and add comments to invoices that are in dispute and unflag when the disputes have been resolved - dispute history should be retained	Min
BR_FIN_3785	2	Finance	Purchase to Pay	Store invoices and recognise invoice automatically sent through offline and online sources	Min
BR_FIN_3786	2	Finance	Purchase to Pay	Allow dispute process to commence in the system	Min
BR_FIN_3787	2	Finance	Purchase to Pay	Enable the use of bill back (for example invoice from the Authorities travel provider)	Min
BR_FIN_3788	2	Finance	Purchase to Pay	Provide functionality to attach and remove documents to for example requisitions, PO's, supplier's records, including removing invoices/ documents from PO's if necessary and in a controlled manner	Min
BR_FIN_3789	2	Finance	Purchase to Pay	Notify suppliers when a dispute process has commenced and provide option for supplier to communicate back with the Authority, cancel the related transaction, updating the invoice, etc	Min
BR_FIN_3790	2	Finance	Purchase to Pay	Enable authorised users to override the system default Tax Code in the Purchase Order at invoice line level, inclusive of Standard Recoverable, Standard Non-Recoverable, Exempt, Outside Scope, EU, RoW, Withholding etc	Min
BR_FIN_3791	2	Finance	Purchase to Pay	Allow authorised users to override the system calculated Tax amount to handle tax rounding discrepancies	Min
BR_FIN_3792	2	Finance	Purchase to Pay	Enable the Service System to flag invoices with no Purchase Order (PO)	Min
BR_FIN_3793	2	Finance	Purchase to Pay	Ensure Invoices that pass three way matching and two way matching rules are automatically processed for payment	Min
BR_FIN_3794	2	Finance	Purchase to Pay	Enable suppliers to Self Service and enter/submit their own invoices directly into the Service System including seeing the status or payment of the transaction	Min
BR_FIN_3795	2	Finance	Purchase to Pay	Enable suppliers to query and understand their account position via an online portal access	Min
BR_FIN_3796	2	Finance	Purchase to pay	provide the ability to process PO flipped invoices, interfacing invoices created from the punchout process	Min
BR_FIN_3797	2	Finance	Purchase to pay	Provide the ability to create bulk invoices from Spreadsheet upload in the system	Min

BR_FIN_3798	2	Finance	Purchase to Pay	Allow for optional additional approvers to be added to the approval chain where necessary, but system generated approval chains cannot be overridden	Min
BR_FIN_3799	2	Finance	Purchase to Pay	Allow configuration of controls for a three way match and two way match by exception only.	Min
BR_FIN_3800	2	Finance	Purchase to Pay	Allow configuration of controls on VAT calculations so they are automatically performed and cannot be overridden by End Users	Min
BR_FIN_3801	2	Finance	Purchase to Pay	Allow configuration of controls to minimise fraud, error and financial misstatement.	Min
BR_FIN_3802	2	Finance	Purchase to Pay	Allow different limits on spending according to different expenditure categories	Min
BR_FIN_3803	2	Finance	Purchase to Pay	Allow for minimum data fields required for entry by suppliers	Min
BR_FIN_3804	2	Finance	Purchase to Pay	Allow payments without POs where supported by the system (e.g. emergency payments, disbursements payments, payments by exception, etc) be by exception and controlled via workflow approval	Min
BR_FIN_3805	2	Finance	Purchase to Pay	Allow the configuration of controls around the purchase route, e.g., steer users to catalogues or contract based Reqs, rather than non-catalogue	Min
BR_FIN_3806	2	Finance	Purchase to Pay	Allow the configuration of controls on centrally managed contracts - i.e. unless approval granted otherwise, when a centrally managed contract exists the End Users cannot buy goods/ services using a different contract	Min
BR_FIN_3807	2	Finance	Purchase to Pay	Allow the configuration of controls such as all purchases are supported by a Purchase Order (PO), except where specifically exempt or as agreed specifically by the Authority's Finance P2P team	Min
BR_FIN_3808	2	Finance	Purchase to Pay	Allow the configuration of purchases expenses controls and exceptions to those controls	Min
BR_FIN_3809	2	Finance	Purchase to Pay	Allow the configuration of tolerance controls for price difference between invoice and Purchase Order	Min
BR_FIN_3810	2	Finance	Purchase to Pay	Enable automatic closure of a requisition when a Purchase Order (PO) is raised	Min
BR_FIN_3811	2	Finance	Purchase to Pay	Define different levels of access security to different types of purchases relating to specific organisations/functions	Min

BR_FIN_3812	2	Finance	Purchase to Pay	Enable notification to the Master Data owner and supplier when there are changes to key details on supplier's information, such as address and bank account details	Min
BR_FIN_3813	2	Finance	Purchase to Pay	Ensure that there is approval for spend prior to commitment with suppliers	Min
BR_FIN_3815	2	Finance	Purchase to Pay	Enable controls as to who can override automatic selection of VAT treatment of a transaction	Min
BR_FIN_3816	2	Finance	Purchase to Pay	Allow configuration of controls to prevent duplicate supplier records to be created - e.g. warning message to appear if bank details, VAT number, etc. are already on system	Min
BR_FIN_3817	2	Finance	Purchase to Pay	Have the ability to make changes to and cancel unpaid invoices/ balances	Min
BR_FIN_3818	2	Finance	Purchase to Pay	Automatically notify the Accounts Payable team when there is a difference between an invoice amount and the related Purchase Order (PO) when it is over the tolerance limits	Min
BR_FIN_3819	2	Finance	Purchase to Pay	Allow two-way matching payment processing for specific cases such as emergency payments with suitable controls	Min
BR_FIN_3820	2	Finance	Purchase to Pay	Enable that invoices that do not pass three way matching rules are automatically flagged as exception (e.g. held)	Min
BR_FIN_3821	2	Finance	Purchase to Pay	Enable workflow through multiple parts of the process including and not restricted to approvals based on defined Delegated Authority, supporting supplier dispute resolution, raising request for exceptional or emergency payments	Min
BR_FIN_3822	2	Finance	Purchase to Pay	Enable controls around removal and/or additions of payments and invoices from a built payment run. This is done by very limited authorised users only	Min
BR_FIN_3823	2	Finance	Purchase to Pay	Initiate the review and approval for extensions or changes process to Purchase Orders (PO) that are established for a specific value and time period	Min
BR_FIN_3824	2	Finance	Purchase to Pay	Enable automatic accounting generated when a prepayment is recorded	Min
BR_FIN_3825	2	Finance	Purchase to Pay	Flag invoices received and matched to a PO but without being receipted for action	Min
BR_FIN_3826	2	Finance	Purchase to Pay	Notify the requestor when a requisition approval workflow changes due to a rejection or to a re-direction	Min



BR_FIN_3827	2	Finance	Purchase to Pay	Enable controls in place for Requisitions/ POs to be amended by more than one authorised user	Min
BR_FIN_3828	2	Finance	Purchase to Pay	Enable the system to redirect to alternate Requisitioner Approvers during periods of absence of the original Line Manager or Requisitioner Approver	Min
BR_FIN_3829	2	Finance	Purchase to Pay	Ensure additional approvals can be configured against specific categories of purchases (e.g. category manager / buyer against IT hardware etc) as required by the Authority	Min
BR_FIN_3830	2	Finance	Purchase to Pay	Enable for requisitions to be approved on system by appropriate approvers	Min
BR_FIN_3831	2	Finance	Purchase to Pay	prevent End Users from self-approving requisitions - no one to be allowed to approve their own document	Min
BR_FIN_3832	2	Finance	Purchase to Pay	Allow security rules around Purchase Orders (PO) approvers' following the Authorities Delegated Financial Authority limits	Min
BR_FIN_3833	2	Finance	Purchase to Pay	Allow security rules for buyers to transact a Purchase Order. A buyers commercial delegated authority to be enforced	Min
BR_FIN_3834	2	Finance	Purchase to Pay	Prevent the use of supplier records created via self-service within a portal to use before approved by the Authority	Min
BR_FIN_3835	2	Finance	Purchase to Pay	Enable workflow purchases approvals in line with the Delegated Financial Authority limits	Min
BR_FIN_3836	2	Finance	Purchase to Pay	Be capable of loading monthly treasury exchange rates for all currencies, on a monthly basis	Min
BR_FIN_3837	2	Finance	Purchase to Pay	Allow exchange rates and both realised and unrealised exchange rate gains/losses are automatically accounted for within the Service System	Min
BR_FIN_3838	2	Finance	Purchase to Pay	Allow conversion to GBP using the default daily exchange rate in the Service System for foreign payments	Min
BR_FIN_3839	2	Finance	Purchase to Pay	Enable recording & transacting in foreign currency conversion for foreign currency invoices	Min
BR_FIN_3840	2	Finance	Purchase to pay	Provide the ability to upload GPC monthly transaction statement into the system, with allocation to the correct Account, cost centre, organisation etc	Min
BR_FIN_3841	2	Finance	Purchase to Pay	Provide access to all related information Purchase Order (PO), Invoice, Credit Note etc when viewing an associated SaaS entry	Min



BR_FIN_3842	2	Finance	Purchase to Pay	Provide insights and analysis on actual spend against suppliers to support management decisioning and planning	Min
BR_FIN_3843	2	Finance	Purchase to Pay	Show qualitative and quantitative information in desired format against information held in the Service System (e.g. Dashboard metrics/KPI's, reports etc)	Min
BR_FIN_3844	2	Finance	Purchase to Pay	Enable users to analyse total spend against each supplier, catalogue, and by volume/ value also including non-PO purchases (e.g. card payments, invoices paid without a PO, payments made without an invoice)	Min
BR_FIN_3845	2	Finance	Purchase to Pay	Enable users to monitor commitments created by Purchase Orders (PO) / Contract	Min
BR_FIN_3846	2	Finance	Purchase to Pay	Enable users to report on invoicing KPIs	Min
BR_FIN_3847	2	Finance	Purchase to Pay	Enable End Users to report on emergency payments made	Min
BR_FIN_3848	2	Finance	Purchase to Pay	Enable users to report on all types of invoice transactions: three way matching, two way matching and non-matching; with an option to include invoices which don't pass two or three way matching but are within tolerance levels, invoices in dispute, by supplier, user applied, aged profile	Min
BR_FIN_3849	2	Finance	Purchase to Pay	Enable End Users to report on number and value of duplicate invoices (paid and unpaid)	Min
BR_FIN_3850	2	Finance	Purchase to Pay	Enable End Users to report on number, type etc of suppliers not used for a period of time	Min
BR_FIN_3851	2	Finance	Purchase to Pay	Enable End Users to report on payment rejected (as percentage of total payments)	Min
BR_FIN_3852	2	Finance	Purchase to Pay	Enable End Users to report on payments to suppliers within 5 or 30 days or against other set timeframes (as a percentage of invoice volumes)	Min
BR_FIN_3853	2	Finance	Purchase to Pay	Enable users to report on percentage and number of requisitions not approved within set timeframe and requisitions awaiting approval with more than a set timeframe	Min
BR_FIN_3854	2	Finance	Purchase to Pay	Enable End Users to report on percentage of invoices received structured or non-structured (as a percentage of total Invoices received)	Min

BR_FIN_3855	2	Finance	Purchase to Pay	Enable End Users to report on Purchase Orders (PO) with no activity for more than an specific time frame after the 'need by' date	Min
BR_FIN_3856	2	Finance	Purchase to Pay	Enable End Users to report on supplier invoices (PO matched) on hold	Min
BR_FIN_3857	2	Finance	Purchase to Pay	Enable users to run a report on aged accruals integrity e.g. age of receipted PO where no invoice has been revived by type, by age, by supplier, etc	Min
BR_FIN_3858	2	Finance	Purchase to Pay	Enable End Users to run open Purchase Orders (PO) ageing report	Min
BR_FIN_3859	2	Finance	Purchase to Pay	Enable End Users to run reports for payments analysis (i.e. on time, late payments, payment method, return payments etc)	Min
BR_FIN_3860	2	Finance	Purchase to Pay	Enable End Users to run reports for transparency purposes	Min
BR_FIN_3861	2	Finance	Purchase to Pay	Enable End Users to run reports on performance including progress towards specific KPIs	Min
BR_FIN_3862	2	Finance	Purchase to Pay	Enable End Users to run reports on suppliers contracts by volume, contract dates, used not used, etc	Min
BR_FIN_3863	2	Finance	Purchase to Pay	Enable End Users to run reports on transaction progress - for example requisitions awaiting approval, open Purchase Orders (PO), GRNIs, etc	Min
BR_FIN_3864	2	Finance	Purchase to Pay	Enable End Users to run reports on volume and value of inter government transfers: Departmental and Domestic funds transfers	Min
BR_FIN_3865	2	Finance	Purchase to Pay	Identify potentially duplicated invoices, before these are processed for payment	Min
BR_FIN_3866	2	Finance	Purchase to Pay	Enable users to run reports on aging of outstanding payments	Min
BR_FIN_3868	2	Finance	Purchase to Pay	Provide Dashboard reports to provide BPO volumetrics	Min
BR_FIN_3869	2	Finance	Purchase to Pay	Provide Dashboard real time reports at all items type such as by process type, approved requisition, open POs, etc	Min
BR_FIN_3870	2	Finance	Purchase to Pay	Allow the configuration of quality controls of the supplier master file so its regularly challenged to remove inactive, duplicate and out of date records	Min

BR_FIN_3871	2	Finance	Purchase to Pay	Ensure that the system aligns to the United Nations Standard Product and Service Codes (UNSPSC) and can be maintained by the Authority. Each legal entity given the ability to controls additions and deletions centrally	Min
BR_FIN_3872	2	Finance	Purchase to Pay	Audit a number of key supplier, site and bank fields, and allow for the detailed report to be reviewed by the BPO on a daily basis. All changes to these key fields to be identified to a specific user, and date stamped	Min
BR_FIN_3873	2	Finance	Purchase to Pay	Allow configuration of controls around suppliers, Purchase Order (PO), invoices and payments	Min
BR_FIN_3874	2	Finance	Purchase to Pay	Ensure that where bank details are changed against a supplier record, that those changes are reflected against any unpaid invoices	Min
BR_FIN_3875	2	Finance	Purchase to Pay	Link Procurement categories to the Chart of Accounts and VAT accounting treatment	Min
BR_FIN_3876	2	Finance	Purchase to Pay	Ensure appropriate unit of measurement (e.g. quantity, amount) can be selected for Requisition/ PO lines	Min
BR_FIN_3877	2	Finance	Purchase to Pay	Enable updates to supplier's Master Data are synchronised to all Matrix systems that hold the supplier's information with a workflow/integration between Matrix ERP and other Matrix systems"	Min
BR_FIN_3878	2	Finance	Purchase to Pay	Ensure that supplier's fields and actions are auditable, date and timestamped and that there is a communication history, this includes supplier self-registrations, any subsequent changes to supplier's records, closing supplier's records	Min
BR_FIN_3879	2	Finance	Purchase to Pay	Notify the Authority's users when requests from suppliers are received so that they can review the request, enrich the record and approve or reject the request	Min
BR_FIN_3880	2	Finance	Purchase to Pay	Provide functionality to create supplier records in bulk using a structured template	Min
BR_FIN_3881	2	Finance	Purchase to Pay	Provide the ability for the Authority to create supplier records directly with an in-built approval mechanism	Min
BR_FIN_3882	2	Finance	Purchase to Pay	The system shall have the facility to flag a supplier /site so that it is excluded from routine cleansing	Min
BR_FIN_3883	2	Finance	Purchase to Pay	Ensure the authority can maintain VAT rates and HM Treasury Contracted-Out-Services and these have been aligned to product categories and in turn UNSPSC. These linkages are maintained centrally by authorised users	Min

BR_FIN_3884	2	Finance	Purchase to Pay	Allow suppliers to submit credit notes in the system and match to relevant Purchase Order (PO)	Min
BR_FIN_3885	2	Finance	Purchase to Pay	Enable credit notes that are automatically deducted from the next supplier payment. If no future payment is due, the debt is collected through accounts receivable	Min
BR_FIN_3886	2	Finance	Purchase to Pay	Allow authorised end users to review and edit information and instructions relating to payment runs	Min
BR_FIN_3887	2	Finance	Purchase to Pay	Ensure one time suppliers payments are supported by core payment systems	Min
BR_FIN_3888	2	Finance	Purchase to Pay	Support automatic payment scheduling for multiple payment types e.g. BACS for both suppliers and employee payroll	Min
BR_FIN_3889	2	Finance	Purchase to Pay	Support daily payment runs to other Govt departments using the IAT payment format	Min
BR_FIN_3890	2	Finance	Purchase to Pay	Enable functionality for BPO provider to make foreign payment and allow capture of the forex rate received from the bank in the system	Min
BR_FIN_3891	2	Finance	Purchase to Pay	Enable functionality to group or make single payments	Min
BR_FIN_3892	2	Finance	Purchase to Pay	Enable all validated AP documents to be available for selection in a payment run based on Due Date and supplier balance	Min
BR_FIN_3893	2	Finance	Purchase to Pay	Allow to scheduled Zero payment runs to offset balances	Min
BR_FIN_3894	2	Finance	Purchase to Pay	Ensure that the payment output is correctly formatted by Payment Type (i.e. IAT, BACS etc.) and is compliant and compatible with the Banking Software / Payment Bureau requirements	Min
BR_FIN_3895	2	Finance	Purchase to Pay	Enable authorised users to terminate a payment run at any stage in the process	Min
BR_FIN_3896	2	Finance	Purchase to Pay	Enable authorised Support users to view and save the payment output file in exceptional circumstances, E.g. failure of integration to Payment Bureau	Min
BR_FIN_3897	2	Finance	Purchase to Pay	Notify the appropriate teams when a payment was returned or rejected	Min
BR_FIN_3898	2	Finance	Purchase to Pay	Enable suppliers to retrieve remittance advices (Electronic or printed) and detailed payment information via supplier's Portal	Min

BR_FIN_3899	2	Finance	Purchase to Pay	Issue Remittance Advices for all payment methods with the ability to define Remittance Advice templates per Payment Method, inclusive of the Authority branding and other T&C's	Min
BR_FIN_3900	2	Finance	Purchase to Pay	Provide functionality to suppress, re-issue and deliver Remittance Advices via various channels i.e. email/ text/ supplier portal etc	Min
BR_FIN_3901	2	Finance	Purchase to Pay	Enable users to report on aged credit notes (with number of days to be configurable). Validated and unpaid credit notes are notified to AR and recovery pursued via standard collections	Min
BR_FIN_3902	2	Finance	Purchase to Pay	Enable authorised users to create debit memos in the system and match to the relevant Purchase Order (PO) or Invoice	Min
BR_FIN_3903	2	Finance	Purchase to Pay	Enable notifications/alerts to highlight when undisputed invoices haven't been paid within a set timeframe	Min
BR_FIN_3904	2	Finance	Purchase to Pay	Ability to create and maintain rich purchasing catalogue content, supported by an overarching agreement with controls. Such as value of contract and date range etc.	Min
BR_FIN_3905	2	Finance	Purchase to Pay	Automatically escalate a requisition approval when the approver does not approve or reject within a specified time period	Min
BR_FIN_3906	2	Finance	Purchase to Pay	Route requisitions for approval inclusive of non-recoverable VAT and VAT treatment to be visible to approver/s	Min
BR_FIN_3907	2	Finance	Purchase to Pay	Allow configuration of controls so access to sensitive catalogues relating to sensitive areas (e.g. IT etc) is restricted to relevant end users	Min
BR_FIN_3908	2	Finance	Purchase to Pay	Allow raising Purchase Order (PO) in foreign currency, but conversion to GBP amount visible in our ledger	Min
BR_FIN_3909	2	Finance	Purchase to Pay	Enable controls to allow closed Purchase Orders to be reopened if necessary	Min
BR_FIN_3910	2	Finance	Purchase to Pay	enable the creation of a purchase contract/contract agreement.	Min
BR_FIN_3911	2	Finance	Purchase to Pay	Integrate with Authorities Commercial system to create a contract in the ERP system when a contract is created & approved in the Source 2 Contract system"	Min
BR_FIN_3912	2	Finance	Purchase to Pay	Supports non catalogue and non-supplier purchasing through Service System request capability	Min

BR_FIN_3913	2	Finance	Purchase to Pay	Enable the creation of a Purchase Order (PO) only from existing approved requisition. Manual PO creation not allowed.	Min
BR_FIN_3914	2	Finance	Purchase to Pay	Electronically transmit Purchase Orders (PO) directly to the supplier	Min
BR_FIN_3915	2	Finance	Purchase to Pay	Include automated checks to identify residual balances on PO's where there has been no recent activity for PO's and PO lines meeting this criteria to be Closed or suggested to be Closed	Min
BR_FIN_3916	2	Finance	Purchase to Pay	Enable the update of users assigned to a requisition or PO and move in bulk or on an individual transaction basis to another user/s within the Organisation. Users to include Requisitioner, Requestor, Requisition Approver, and to include all Document Types related to the record	Min
BR_FIN_3917	2	Finance	Purchase to Pay	Provide option to include T&C's on outbound purchasing documents and for those T&C's to be easily system configurable	Min
BR_FIN_3918	2	Finance	Purchase to Pay	Allow attachment of documents to a Requisition, for internal reference only or to be sent to supplier with PO	Min
BR_FIN_3919	2	Finance	Purchase to Pay	Enable Requester to update their purchasing profile, so that the data is pre-populated in a requisition	Min
BR_FIN_3920	2	Finance	Purchase to Pay	Enable Requester to charge to another cost centre	Min
BR_FIN_3921	2	Finance	Purchase to Pay	Enable Requester to requisition on behalf of another person	Min
BR_FIN_3922	2	Finance	Purchase to Pay	Enable Requester to edit pre-populated information included in the Requisition template	Min
BR_FIN_3923	2	Finance	Purchase to Pay	Ensure that all catalogue requisitions are linked to the overarching agreement and that there's a cumulative total of spend against the contract	Min
BR_FIN_3924	2	Finance	Purchase to Pay	Allow requisitioners to view and select an Agreement/contract when raising a non-catalogue requisition	Min
BR_FIN_3925	2	Finance	Purchase to Pay	Provide option to store a one-time 'Deliver To' address when raising a requisition for good	Min
BR_FIN_3926	2	Finance	Purchase to Pay	Provide field on Requisition/ PO template to add internal notes	Min

BR_FIN_3927	2	Finance	Purchase to Pay	Provide fields on Requisition/ Purchase Order Template to add information for supplier's attention - e.g. a section for quote ref. or whether a specific set of terms & conditions apply, etc., and a section for delivery instructions such as who delivery should be marked for attention of and a contact phone number, etc.	Min
BR_FIN_3928	2	Finance	Purchase to Pay	Ensure cancelled Requisitions or POs remain on system rather than disappearing completely	Min
BR_FIN_3929	2	Finance	Purchase to Pay	Allow requisition/PO lines to be split between more than one cost centre and/or account code if needed. And for split to be entered as quantity, amount or percentage	Min
BR_FIN_3930	2	Finance	Purchase to Pay	Allow requisition lines to be copied from previous requisitions	Min
BR_FIN_3931	2	Finance	Purchase to Pay	Enable catalogue requisitions that have been financially approved to be automatically created into Purchase Orders without manual intervention	Min
BR_FIN_3932	2	Finance	Purchase to Pay	Enable Requester to Save, Return to saved requisitions, Edit and Withdraw saved requisition. Edit can only be performed for requisitions on Draft or Returned to user	Min
BR_FIN_3933	2	Finance	Purchase to Pay	Enforce the use of Procurement category codes	Min
BR_FIN_3934	2	Finance	Purchase to Pay	Enable requisitions to be raised online using Self Service by the individuals that require the goods/services	Min
BR_FIN_3935	2	Finance	Purchase to Pay	Enable requisitions to be raised, edited, deleted, returned and approved using different devices (e.g. phones, tablets etc)	Min
BR_FIN_3936	2	Finance	Purchase to Pay	Ensure that requisitions can be raised from: internal catalogues; non-catalogue requests and external content hosted by an EMarketplace solution, in both local and Foreign Currency	Min
BR_FIN_3937	2	Finance	Purchase to Pay	Ability to mandate the entry of additional user definable fields based on the selection of certain category codes and for the captured information to be included in the outbound PO to supplier or EMarketplace solution	Min
BR_FIN_3938	2	Finance	Purchase to Pay	Allow Purchase Orders (PO) for goods and services to be partially receipted	Min
BR_FIN_3939	2	Finance	Purchase to Pay	Allow Self Service receipting by end users	Min



BR_FIN_3940	2	Finance	Purchase to Pay	Allow comments to be added to purchase receipts	Min
BR_FIN_3941	2	Finance	Purchase to Pay	Send a notification to a user when a receipt is overdue based on Need By Date. It should allow the user to enter the quantity of the receipt	Min
BR_FIN_3942	2	Finance	Purchase to Pay	Enable all users to self-receipt against purchase orders, regardless of who's raised them based on a given role	Min
BR_FIN_3943	2	Finance	Purchase to Pay	Allow return of goods that are returned or not fit for purposes	Min
BR_FIN_3944	2	Finance	Purchase to Pay	Ensure automatic purchase accruals are generated whenever receipting without invoicing has occurred	Min
BR_FIN_3945	2	Finance	Purchase to Pay	Enable automatic notifications to requestor when a Purchase Order (PO) has been created including PO number, value, supplier, approvers, etc	Min
BR_FIN_3946	2	Finance	Purchase to Pay	Allow different payment methods, i.e. BACS, IAT, Chaps, Faster payment, etc. BACS is the preferred option, IAT for Govt customers, others by exception	Min
BR_FIN_3947	2	Finance	Purchase to Pay	Support external integrations to different online e-catalogues with the ability for suppliers to update the catalogues themselves	Min
BR_FIN_3948	2	Finance	Purchase to Pay	Provide functionality that links the transaction from source to being recorded in the general ledger	Min
BR_FIN_3949	2	Finance	Purchase to Pay	Give secured access to suppliers so they may access, maintain information such as supplier master record including bank account details and send information through a portal. Subject to appropriate security	Min
BR_FIN_3950	2	Finance	Purchase to Pay	Produce printed output for remittance/ PO documents/Reqn for each department/legal entity on the system, with appropriate template driven branding	Min
BR_FIN_3951	2	Finance	Purchase to Pay	Allow VAT to be coded/charged on any goods and services received or supplied outside the UK, at correct rates	Min
BR_FIN_3952	2	Finance	Purchase to Pay	Transmission of the payments files should be via direct secure integration, without the ability of anyone to intercept or modify the file in any way	Min
BR_FIN_3953	2	Finance	Purchase to Pay	Provide the ability to purchase a fixed asset, such that the purchase is automatically flagged for fixed asset creation in the Assets module	Min



BR_FIN_3954	2	Finance	Purchase to Pay	Provide the ability to map UNSPSC codes or equivalent to respective purchasing categories	Min
BR_FIN_3956	2	Finance	Purchase to Pay	Provide the ability to view all accounting transaction per purchase order on the screen without having to run reports	Min
BR_FIN_3957	2	Finance	Purchase to Pay	Provide the ability to view a PO with all associated activity in one place ( GRNI accruals)	Min
BR_FIN_3958	2	Finance	Order to Cash	Use tolerance limits to allow small underpayments caused by rounding differences to be written off	Min
BR_FIN_3959	2	Finance	Order to Cash	Complete control checks to ensure all mandatory fields have been entered in the service system when customer records are populated	Min
BR_FIN_3960	2	Finance	Order to Cash	Have the functionality to provide different access levels to defined end user roles and groups	Min
BR_FIN_3961	2	Finance	Order to Cash	Have the ability to define approval limits & approval notifications to manage customer refunds	Min
BR_FIN_3962	2	Finance	Order to Cash	Produce credit notes against specific invoices and not allow for the deletion of invoices after they are created	Min
BR_FIN_3963	2	Finance	Order to Cash	Provide self-service functionality to allow different end user roles and groups to request creation of invoices and credit notes, and standing data updates electronically	Min
BR_FIN_3964	2	Finance	Order to Cash	Flag duplicate records if the user is trying to create a duplicate customer	Min
BR_FIN_3965	2	Finance	Order to Cash	Mark reprinted invoices with terms such as 'True and Certified Copy' or as defined by the Authority	Min
BR_FIN_3966	2	Finance	Order to Cash	Prevent raising the supply of good and services and associated invoices, until customers have completed checks and entered all information in the service system	Min
BR_FIN_3967	2	Finance	Order to Cash	Control the issuance of credit notes so that the credit note reference is linked to the original invoice number	Min
BR_FIN_3968	2	Finance	Order to Cash	Have controls in place to prevent the issuance of invoices without a purchase order number where mandatory being populated in the service system	Min
BR_FIN_3969	2	Finance	Order to Cash	Provide guidance and check if information has been entered correctly, ensuring that all mandatory fields as defined by the Authority have been completed	Min
BR_FIN_3970	2	Finance	Order to Cash	Allow the definition of controls around master data updates	Min

BR_FIN_3971	2	Finance	Order to Cash	Control the issuance of refunds so they cannot exceed the value of the transaction that is being refunded.	Min
BR_FIN_3973	2	Finance	Order to Cash	Provide the ability to make adjustments to customer balances via an online approval process, e.g. write offs subject to appropriate approval	Min
BR_FIN_3974	2	Finance	Order to Cash	Provide the ability to request credit notes to a customer account via an online service system with appropriate approvals	Min
BR_FIN_3975	2	Finance	Order to Cash	Enable the creation of controls for approving select invoice types or runs, e.g. VAT only invoices, large invoice runs to OGDs	Min
BR_FIN_3976	2	Finance	Order to Cash	Provide notifications to specialist teams and others in the value chain, showing debt status once it falls due, e.g. past the 30 day payment term or other aging bucket, as defined by the Authority	Min
BR_FIN_3977	2	Finance	Order to Cash	Enforce the required accuracy and integrity of checks when data is entered	Min
BR_FIN_3978	2	Finance	Order to Cash	Provide self-service functionality allowing users in authorised roles or groups to request an update to customer information, with appropriate approval workflows	Min
BR_FIN_3979	2	Finance	Order to Cash	Enforce a strict segregation of duties so that no single user can create a customer and invoice, perform write offs or issue refunds	Min
BR_FIN_3980	2	Finance	Order to Cash	Capture, hold and manage information relating to invoice disputes	Min
BR_FIN_3982	2	Finance	Order to Cash	Recognise and flag duplicate customer payments to the Authority defined individual or team for further investigation	Min
BR_FIN_3983	2	Finance	Order to Cash	Allow users to create notification of dispute against an invoice	Min
BR_FIN_3984	2	Finance	Order to Cash	Document the status of the debt and any actions taken to recover it by individuals dealing with the account	Min
BR_FIN_3985	2	Finance	Order to Cash	Allow the application of a marker that stops any further collection escalation	Min
BR_FIN_3986	2	Finance	Order to Cash	Apply interest charges on overdue debt as defined by the Authority	Min
BR_FIN_3987	2	Finance	Order to Cash	Capture information relating to the costs incurred by the Authority in recovery of the debt, so this can be levied to the customer	Min

BR_FIN_3988	2	Finance	Order to Cash	Have the functionality to create bespoke and system driven debt recovery letters, using template letters and information taken from the service system	Min
BR_FIN_3989	2	Finance	Order to Cash	Enable configuration of debt rules based on desired logic for different customers, as defined by the Authority	Min
BR_FIN_3990	2	Finance	Order to Cash	Enable the write off of debt by users with the appropriate delegated authority limits in authorised roles or groups	Min
BR_FIN_3991	2	Finance	Order to Cash	Enable definition of debt collection strategies in line with the debt management policy and allow different strategies to be created for different customers	Min
BR_FIN_3992	2	Finance	Order to Cash	List debtor statuses, such as bankruptcy, debt relief order, individual voluntary arrangement, liquidation, voluntary company arrangement and administration order, administrative receivership proceedings or ceased trading	Min
BR_FIN_3993	2	Finance	Order to Cash	Provide case history information that can be sent to third parties for collections purposes, e.g. Indesser	Min
BR_FIN_3994	2	Finance	Order to Cash	Provide functionality to restrict further goods or services from the Authority based on their debt status (credit hold)	Min
BR_FIN_3995	2	Finance	Order to Cash	Provide visibility of the collection history from invoice up to the settlement of the invoice	Min
BR_FIN_3996	2	Finance	Order to Cash	Recognise invoices queried by customers and place them in a dispute status to suspend collection activities and then remove the invoice from outstanding debt reports	Min
BR_FIN_3997	2	Finance	Order to Cash	Allow a standard list of credit note classifications to be entered into the service system to identify root causes for issues	Min
BR_FIN_3998	2	Finance	Order to Cash	Instigate communications to debtors if required outside the system process but through the service system	Min
BR_FIN_3999	2	Finance	Order to Cash	Create payment plans and monitor these plans against actual payments; where payments are not being made the service system shall flag this to the appropriate representative at the Authority	Min
BR_FIN_4000	2	Finance	Order to Cash	Forecast target against collections and collection strategies	Min
BR_FIN_4001	2	Finance	Order to Cash	Highlight penalties clearly against customer accounts	Min
BR_FIN_4003	2	Finance	Order to Cash	Escalate to legal proceedings and provide information to third parties when these proceedings commence	Min

BR_FIN_4004	2	Finance	Order to Cash	Process refunds with appropriate workflow controls	Min
BR_FIN_4005	2	Finance	Order to Cash	Provide the ability to refund via an online approval process	Min
BR_FIN_4006	2	Finance	Order to Cash	Prevent refunds from exceeding the value of the original transaction	Min
BR_FIN_4007	2	Finance	Order to Cash	Provide a dunning/debt collection process	Min
BR_FIN_4008	2	Finance	Order to Cash	Provide the ability to manage debt effectively	Min
BR_FIN_4009	2	Finance	Order to Cash	Provide the ability to re-print statements or invoices	Min
BR_FIN_4010	2	Finance	Order to Cash	Provide an end-to-end, fully automated receivables management capability and the ability to trigger collection activities for outstanding and overdue balances, for example, by generating an email for chasing	Min
BR_FIN_4011	2	Finance	Order to Cash	Provide the ability to mark a customer account as "Pending Legal Action" once legal proceedings are instigated and prevent further orders from being placed, refunds being processed, credit being extended, etc	Min
BR_FIN_4012	2	Finance	Order to Cash	Provide the ability to write on/off any small amounts of over/under invoice payments, and mark invoices as 'fully paid'	Min
BR_FIN_4013	2	Finance	Order to Cash	Provide the ability to auto-write off small amounts	Min
BR_FIN_4014	2	Finance	Order to Cash	Provide the ability to raise invoices with early payment discounts	Min
BR_FIN_4015	2	Finance	Order to Cash	Enable customers to receive instalment payment plans	Min
BR_FIN_4016	2	Finance	Order to Cash	Enable recording of payments received against payment plans	Min
BR_FIN_4017	2	Finance	Order to Cash	Provide the ability to record settlement arrangements and allow specific terms agreed with the customer to take precedence over the general collection strategy	Min
BR_FIN_4018	2	Finance	Order to Cash	Provide the ability to set up a standard list of dispute classifications to identify root causes for issues.	Min
BR_FIN_4020	2	Finance	Order to Cash	Provide automatic alerts and reminders for aged debtors	Min

BR_FIN_4022	2	Finance	Order to Cash	Allow detailed information to be entered into invoices with multiple lines of information (no restriction on the number of items)	Min
BR_FIN_4024	2	Finance	Order to Cash	Provide the functionality to raise recurring invoices in line with recurring services provided by the Authority	Min
BR_FIN_4025	2	Finance	Order to Cash	Have manual invoice data templates where invoices can be created individually or in batches via the service system	Min
BR_FIN_4026	2	Finance	Order to Cash	Have the functionality to create bulk invoicing from billing systems	Min
BR_FIN_4027	2	Finance	Order to Cash	Provide the ability to process intercompany transactions between the departments in the cluster automatically	Min
BR_FIN_4028	2	Finance	Order to Cash	Provide the ability to calculate VAT for each invoice line following pre-determined rules, e.g. by reference to established VAT codes	Min
BR_FIN_4029	2	Finance	Order to Cash	Provide the ability to create invoices without a purchase order	Min
BR_FIN_4030	2	Finance	Order to Cash	Provide the ability to create a unique system-generated reference number for each invoice	Min
BR_FIN_4031	2	Finance	Order to Cash	Provide the ability to alert users if credit is below minimum invoice value or the debtor is on hold and prevent posting	Min
BR_FIN_4032	2	Finance	Order to Cash	Provide the ability to split revenue for a single invoice across various future periods	Min
BR_FIN_4033	2	Finance	Order to Cash	Provide the ability to retain original currency information for non-sterling invoices	Min
BR_FIN_4034	2	Finance	Order to Cash	Enable invoice lines to contain income that will be split to multiple cost centres on a single invoice	Min
BR_FIN_4035	2	Finance	Order to Cash	Allow for the mass upload of invoicing creation through offline data templates	Min
BR_FIN_4036	2	Finance	Order to Cash	Enable customer information to be brought automatically into all areas of the service system from one master record	Min
BR_FIN_4037	2	Finance	Order to Cash	Ensure that all customer correspondence or documentation can be easily stored in the service system	Min
BR_FIN_4038	2	Finance	Order to Cash	Provide the ability to define credit limits for customers	Min

BR_FIN_4039	2	Finance	Order to Cash	Enable customer data controls to be set that help ensure master data integrity and health, e.g. approvals to change, add or delete customer records	Min
BR_FIN_4040	2	Finance	Order to Cash	Hold purchase order information that has been received manually or electronically from the customer	Min
BR_FIN_4042	2	Finance	Order to Cash	Hold revenue recognition and recovery criteria's to ensure accounting is handled correctly	Min
BR_FIN_4044	2	Finance	Order to Cash	Be able to brand/configure the look and feel of customer invoices as per the Authority requirements	Min
BR_FIN_4045	2	Finance	Order to Cash	Provide the ability to group customers and transactions by distinct types	Min
BR_FIN_4046	2	Finance	Order to Cash	Provide the ability to group customer records into the bill to/pay from relationships	Min
BR_FIN_4047	2	Finance	Order to Cash	Provide the ability to group customer records to represent parent/subsidiary relationships and a multilevel hierarchical structure	Min
BR_FIN_4049	2	Finance	Order to Cash	Provide the ability to specify a credit limit by customer	Min
BR_FIN_4050	2	Finance	Order to Cash	Provide the ability to place customers 'on hold' when their credit limits are exceeded	Min
BR_FIN_4052	2	Finance	Order to Cash	Provide the ability to process one-time customers	Min
BR_FIN_4053	2	Finance	Order to Cash	Provide the ability to deactivate one-time customers when their accounts receivable balance is zero	Min
BR_FIN_4056	2	Finance	Order to Cash	Provide the ability to retain debtor history	Min
BR_FIN_4058	2	Finance	Order to Cash	Provide the ability to put debtors 'on hold' and prevent sales invoices from being posted	Min
BR_FIN_4059	2	Finance	Order to Cash	Enable payment on account	Min
BR_FIN_4060	2	Finance	Order to Cash	Enable customer payment reports to show the value of the business with a customer	Min
BR_FIN_4061	2	Finance	Order to Cash	Ensure that dashboards are updated in real-time to show progress against collection targets	Min
BR_FIN_4062	2	Finance	Order to Cash	Flag/highlight and report on regular non payers and late payers	Min
BR_FIN_4063	2	Finance	Order to Cash	Hold defined KPIs and be able to produce information relating to these KPIs through the production of performance reports or the display of dashboards	Min

BR_FIN_4064	2	Finance	Order to Cash	Produce information on the status of payments received and the age of the invoice issued to the customer	Min
BR_FIN_4065	2	Finance	Order to Cash	Produce reports showing all customer details and their status	Min
BR_FIN_4067	2	Finance	Order to Cash	Report on aged debt as defined by the Authority (e.g. over 30, 60, 90 days)	Min
BR_FIN_4068	2	Finance	Order to Cash	Report on number of credit notes/memos created in last 30 days	Min
BR_FIN_4069	2	Finance	Order to Cash	Report on disputes	Min
BR_FIN_4070	2	Finance	Order to Cash	Report on credit notes	Min
BR_FIN_4071	2	Finance	Order to Cash	Report on debt management performance	Min
BR_FIN_4072	2	Finance	Order to Cash	Report on different levels of debt write off, as defined by the Authority	Min
BR_FIN_4073	2	Finance	Order to Cash	Report on invoice and accrued income	Min
BR_FIN_4074	2	Finance	Order to Cash	Report on manual invoices generated by the service system	Min
BR_FIN_4075	2	Finance	Order to Cash	Report on a number of AR invoices waiting for approval, with the ability to determine the reporting period, e.g. for more than one week	Min
BR_FIN_4076	2	Finance	Order to Cash	Report on number of cases at each stage of the recovery levels	Min
BR_FIN_4077	2	Finance	Order to Cash	Report on number of customers assigned to non-standard collection strategies	Min
BR_FIN_4078	2	Finance	Order to Cash	Report on number of customers not used within any given time frame as defined by the Authority (e.g. 12, 18 or 24 months)	Min
BR_FIN_4079	2	Finance	Order to Cash	Report on number of customers setup to pay by direct debit	Min
BR_FIN_4080	2	Finance	Order to Cash	Report the number of debit rejections and return to sender payments with the ability to select a period, e.g. the last 30 days	Min
BR_FIN_4081	2	Finance	Order to Cash	Report on outstanding debt	Min
BR_FIN_4082	2	Finance	Order to Cash	Report the percentage of AR invoices raised as manual or electronic, as defined by the Authority.	Min



BR_FIN_4084	2	Finance	Order to Cash	Report on cash receipts that are applied against customer invoices or remain unapplied or unidentified	Min
BR_FIN_4085	2	Finance	Order to Cash	Report the percentage of customer records with incomplete or missing data	Min
BR_FIN_4086	2	Finance	Order to Cash	Report on performance of payments allocation to invoices	Min
BR_FIN_4087	2	Finance	Order to Cash	Report the value of unapplied/on-account receipts	Min
BR_FIN_4088	2	Finance	Order to Cash	Report the value of unidentified receipts	Min
BR_FIN_4089	2	Finance	Order to Cash	Report the total revenue by category over time	Min
BR_FIN_4090	2	Finance	Order to Cash	Show a snapshot of account details, dunning history, dispute history, balance, collection activities and transaction details	Min
BR_FIN_4091	2	Finance	Order to Cash	Produce information on actual income vs budgeted income linked with planning information	Min
BR_FIN_4092	2	Finance	Order to Cash	Produce information/report on the period that the Authority last traded with customers	Min
BR_FIN_4093	2	Finance	Order to Cash	Enable end users to run reports on ageing of debtors	Min
BR_FIN_4094	2	Finance	Order to Cash	Provide the ability for self-service reporting	Min
BR_FIN_4095	2	Finance	Order to Cash	Accept payments through various channels, e.g. BACS, cheque, direct debit, online and telephone payments via credit card, integrating with the government payment portal (Gov.Pay)	Min
BR_FIN_4096	2	Finance	Order to Cash	Enable payments to be checked automatically for accuracy against the relevant sales invoice	Min
BR_FIN_4097	2	Finance	Order to Cash	Recognise receipts that cannot be applied to a specific invoice but can be identified to a customer and placed on the account	Min
BR_FIN_4098	2	Finance	Order to Cash	Recognise short payments and overpayments and these are automatically identified by the Service System and flagged for attention. Explanation of variances can be recorded within the Service System.	Min
BR_FIN_4099	2	Finance	Order to Cash	Flag when a customer account payment, usually made via direct debit, has insufficient funds and the payment fails	Min



BR_FIN_4100	2	Finance	Order to Cash	Automatically identify short/under/over payments and flag them for attention, providing the ability to record the reasons for the variances	Min
BR_FIN_4101	2	Finance	Order to Cash	Shall provide the ability to automatically update intercompany journals and invoices posted from one entity to another	Min
BR_FIN_4102	2	Finance	Order to Cash	Provide the ability for unallocated cash to be posted against ledgers	Min
BR_FIN_4103	2	Finance	Order to Cash	Provide the ability to unallocate and reallocate payments	Min
BR_FIN_4105	2	Finance	Order to Cash	Provide the ability for revenue recognition rules to be applied automatically to reduce manual revenue adjustments	Min
BR_FIN_4106	2	Finance	Order to Cash	Provide the ability to automatically match receipts made via cash book/bank reconciliation with outstanding invoices	Min
BR_FIN_4107	2	Finance	Order to Cash	Provide the ability to allocate full or part amount of payment against invoice(s)	Min
BR_FIN_4108	2	Finance	Order to Cash	Provide the ability to allocate payments to multiple invoices, including clearance or part-clearance of debtor balances	Min
BR_FIN_4109	2	Finance	Order to Cash	Provide the ability to offer for early payment discount terms	Min
BR_FIN_4110	2	Finance	Order to Cash	Provide the ability to manually enter receipts	Min
BR_FIN_4111	2	Finance	Order to Cash	Provide the ability to post receipts by different payment methods	Min
BR_FIN_4112	2	Finance	Order to Cash	Provide the ability to show the outstanding balance against an invoice and client record (e.g. part payments and instalments)	Min
BR_FIN_4113	2	Finance	Order to Cash	Produce and despatch invoices/statements/dunning letters via email against information held in the service system. Where no email address is held the service system should produce printed output for postage	Min
BR_FIN_4114	2	Finance	Order to Cash	Provide the ability to review and approve/reject all transactions on mobile devices and tablets	Min
BR_FIN_4115	2	Finance	Order to Cash	Provide the ability to manage Whole of Government Accounting (WGA) by storing a WGA field on selected customer accounts	Min

BR_FIN_4116	2	Finance	Order to Cash	Allow for pre-approved limits to be in place for users to perform certain tasks e.g., Write Offs, Credit Notes etc, by individually assigning such limits to users' account.	Min
BR_FIN_4117	2	Finance	Order to Cash	Enable debt collection and aging strategies to be applied to individual transactions as well as the customer as a whole	Min
BR_FIN_4118	2	Finance	Order to Cash	Hold detailed contact information relating to the customer within the customer record	Min
BR_FIN_4119	2	Finance	Record to Report	Enable each Department to consolidate the accounts of its core departmental entity with those of its ALBs and other NDPBs (non-departmental public bodies), either within the single instance ERP or using an add-on consolidation solution for the Matrix	Min
BR_FIN_4120	2	Finance	Record to Report	Enable Departments to consolidate the accounts of large numbers of entities. There could be as many as 40 entities for one Department. The majority of these entities will not be on the Matrix solution; they will use their own ERPs and have their own, local Charts of Accounts. This requirement applies to year-end accounts, planning and in-year management reporting	Min
BR_FIN_4121	2	Finance	Record to Report	Allow for the consolidation of entities with different calendars (different financial year-ends). This requirement applies to year-end accounts, planning and in-year management reporting.	Min
BR_FIN_4122	2	Finance	Record to Report	Allow for the consolidation of entities on different accounting frameworks. This requirement applies to year-end accounts, planning and in-year management reporting	Min
BR_FIN_4123	2	Finance	Record to Report	Allow for the consolidation of entities with accounts stated in different currencies. This requirement applies to year-end accounts, planning and in-year management reporting	Min
BR_FIN_4124	2	Finance	Record to	Allow the Matrix to have a Consolidation Chart of Accounts (CoA) that differs from its global Department CoA. The global Department CoA, as well as the CoAs of all other entities being consolidated, would map to this Consolidation CoA.	Min

BR_FIN_4124	2	Finance	Report	The Matrix's working assumption is that the Consolidation CoA and global Department CoA will be one and the same, but this requirement is necessary in case a separate Consolidation CoA is agreed during detailed design	Min
BR_FIN_4125	2	Finance	Record to Report	Maintain a full audit trail of all entries, journals and other adjustments and, where appropriate, approvals for them. This requirement applies to year-end accounts, planning and in-year management reporting	Min
BR_FIN_4126	2	Finance	Record to Report	Allow the entities being consolidated access to the service system to upload trial balances and other tabular data (including non-financial data and text) as well as to directly enter data into forms. This requirement applies to year-end accounts, planning and in-year management reporting	Min
BR_FIN_4127	2	Finance	Record to Report	Enable the creation of customised forms into which the entities being consolidated can enter financial and non-financial data (including text). This requirement applies to year-end accounts, planning and in-year management reporting	Min
BR_FIN_4128	2	Finance	Record to Report	Allow entities being consolidated to upload comments and other supplementary data columns alongside their trial balance uploads. This requirement applies to year-end accounts, planning and in-year management reporting	Min
BR_FIN_4129	2	Finance	Record to Report	Enable automatic validation checks of the data that is collected for consolidation. Flag discrepancies on the input templates. Enable the possibility of authorised users in the central accounts team overriding validation errors	Min
BR_FIN_4132	2	Finance	Record to Report	Enable the central accounts production team to have centralised control of all entries to the consolidation tool made by the entities being consolidated. There must be controls over what types of entry are permitted and when, and workflows enabling the central team to be notified of and review data changes before 'accepting' them and letting them flow into the consolidated position. This requirement applies to year-end accounts, planning and in-year management reporting	Min

BR_FIN_4133	2	Finance	Record to Report	Enable segregation of duties such that only certain members of the central finance team are able to approve/accept certain changes and submissions. This requirement applies to year-end accounts, planning and in-year management reporting	Min	
BR_FIN_4134	2	Finance	Record to Report	Allow the entities being consolidated to upload (I) their trial balances using their own, local chart of accounts (CoA) and (ii) their mappings from their own CoA to the Matrix consolidation CoA (both account codes and programme codes or equivalent, to ensure the correct budgetary outcome). Automatically apply those mappings to enable consolidation using the Matrix consolidation CoA. This requirement applies, where appropriate, to year-end accounts, planning and in-year management reporting	Min	
BR_FIN_4135	2	Finance	Record to Report	Enable the entities being consolidated for year-end accounts to provide additional granularity on how their uploaded TBs map to budgetary categories on top of that provided by the mappings.	Min	
BR_FIN_4136	2	Finance	Record to Report	Enable the automatic reproduction of the accounts of the entities being consolidated for year-end accounts (e.g. ALBs) using the data they have submitted to the system, as a quality check. This should enable the system to produce statements and notes for ALBs which match the ALBs' own statements and notes	Min	
BR_FIN_4137	2	Finance	Record to Report	Maintain the local to global chart of account mappings in the solution as a basis for the mapping of the year-end accounts for the following year	Min	
BR_FIN_4138	2	Finance	Record to Report	Allow entities' mappings from their own chart of accounts (CoA) to the Matrix consolidation CoA to be available across the Matrix ERP and consolidation solution to enable analysis of entities using either their local or the Matrix consolidation CoA. This requirement applies to year-end accounts, planning and in-year management reporting	Min	
BR_FIN_4139	2	Finance	Record to Report	Flag any discrepancies between the opening balances of entities being consolidated and the previous year's closing balances, allow entities to comment against balances and adjust them to match the prior year	Min	

BR_FIN_4143	2	Finance	Record to Report	Enable departments to have different policies on whether to allow the entities being consolidated for the year-end accounts to post their own adjusting journals (or to restrict these journals to central finance teams) and on what types of journal they are able to post	Min
BR_FIN_4144	2	Finance	Record to Report	Enable journals for the year-end accounts to be entered in the consolidation tool, including non-TB journals (e.g. to amend non-financial data for intra-group leases)	Min
BR_FIN_4146	2	Finance	Record to Report	Enable the entities being consolidated for the year-end accounts to upload details of their counterparty transactions to the consolidation tool	Min
BR_FIN_4147	2	Finance	Record to Report	Automatically identify counterparty transaction mismatches for the year-end accounts, flag them to entities and produce mismatch reports (for statutory group accounts and Whole of Government accounts)	Min
BR_FIN_4148	2	Finance	Record to Report	Enable the entities being consolidated for the year-end accounts to add entries onto the consolidation tool to clear their counterparty mismatches	Min
BR_FIN_4149	2	Finance	Record to Report	Automate intercompany eliminations for the year-end accounts and generate elimination journals	Min
BR_FIN_4150	2	Finance	Record to Report	Automatically produce Financial Statements and tables for the year-end accounts directly from the consolidation solution. This functionality could be provided by the consolidation tool itself or an add-on accounts production tool.  The Finance Statements include all notes as well as the primary statements as follows: Statement of Comprehensive Net Expenditure, Statement of Financial Position, Statement of Cash Flows and Statement of Changes in Taxpayers Equity	Min
BR_FIN_4151	2	Finance	Record to Report	Provide full end to end record to reporting functionality for the year-end accounts as per required accounting standards and legal and regulatory requirements including support for the Government Financial Reporting Manual (FReM)	Min
BR_FIN_4152	2	Finance	Record to Report	Produce the Statement of Outturn against Parliamentary Supply	Min

BR_FIN_4154	2	Finance	Record to Report	Enable differences between departments with regard to the format of the notes to the Financial Statements and other elements of the year-end accounts	Min	
BR_FIN_4155	2	Finance	Record to Report	Enable multiple accounts consolidation cycles during the year. E.g. P09 and multiple versions of P12	Min	
BR_FIN_4156	2	Finance	Record to Report	Support and allow adjustments to be made to the WGA (Whole of Government Accounts) data feed from the statutory accounts prior to submission to HM Treasury	Min	
BR_FIN_4157	2	Finance	Record to Report	Enable the linking of fact data to narrative in the year-end accounts. For example: some numbers in text can be linked to and automatically updated from tables or underlying database data	Min	
BR_FIN_4158	2	Finance	Record to Report	Enable full formatting functionality (similar to in Word) in the year-end accounts, including text, tables, layout, numbering (pages and notes) and images	Min	
BR_FIN_4159	2	Finance	Record to Report	Enable version control over data flow/query refreshes in the year-end accounts, to avoid numbers automatically changing every time there's an underlying data change (particularly for restatement journals in future years if there's a MoG (Machinery of Government change) or similar)	Min	
BR_FIN_4161	2	Finance	Record to Report	Enable the management of user workflows in respect to preparing and reviewing sections, notes, pages or similar in the year-end accounts production process	Min	
BR_FIN_4162	2	Finance	Record to Report	Enable restrictions for access and editing in the year-end accounts production process, for version/workflow control and so that users can only see reports and data that they're authorised to (e.g. payroll data, or data related to another department)	Min	
BR_FIN_4163	2	Finance	Record to Report	Enable the creation of validations in the year-end accounts document - e.g. to check for errors in tables, cross casting differences between tables and/or narrative, breaches of accounting principles or similar.	Min	
BR_FIN_4165	2	Finance	Record to Report	Enable users to define which tables and narrative in the reports within the year-end accounts document will be output for publication, and to suppress or hide rows and columns in tables so that they don't output to production without needing to remove them	Min	

BR_FIN_4166	2	Finance	Record to Report	Enable the automatic update of note numbering in the year-end accounts document to ensure it is sequential	Min
BR_FIN_4167	2	Finance	Record to Report	Enable users of the year-end accounts production tool to change reporting parameters with respect to source data at the report or note level (e.g. reporting entity, consolidation level or period) to facilitate efficient report creation and analysis, for example when rolling the accounts over from year to year	Min
BR_FIN_4168	2	Finance	Record to Report	Enable the consolidation of budgets, forecasts and actuals of a combination of on-system and off-system ALBs for financial planning and in-year management reporting	Min
BR_FIN_4169	2	Finance	Record to Report	Allow off-system entities to submit their financial plans and monthly financial forecasts and actuals in tailored forms. Each department will design forms specific to its own requirements of what data it requires from its ALBs.	Min
BR_FIN_4170	2	Finance	Record to Report	Enable submissions from off-system entities of data for planning and monthly reporting to contain both financial and non-financial data	Min
BR_FIN_4171	2	Finance	Record to Report	Enable off-system entities to upload their financial plans and monthly data collection forms to the service system, using standard formats as designed by the Matrix	Min
BR_FIN_4172	2	Finance	Record to Report	Allow authorised department users (e.g. central finance teams) to make amendments to the data submissions from off-system entities for both financial planning and in-year management reporting	Min
BR_FIN_4174	2	Finance	Record to Report	Enable automatic validation checks of data submissions by off-system entities. Flag discrepancies on the submission templates	Min
BR_FIN_4175	2	Finance	Record to Report	Allow off-system entities to make planning and monthly submissions that capture data at a relatively low level of granularity compared to TBs. Enable whole-of-department reporting that consolidates figures from both off-system entities and on-system entities (including core Departments) at this same level of granularity	Min



BR_FIN_4176	2	Finance	Financial Planning	Allow Departments to undertake Multi-Year and Strategic planning within the service system, and allow for consolidation of data/information (including future year budgets, forecasts and commitments) from other systems and applications (like Workforce planning). The system should allow for consolidation of relevant data from ALBs and other off-system entities into these plans	Min
BR_FIN_4177	2	Finance	Record to Report	Enable concurrent consolidation cycles (e.g. in-year monthly management accounts at the same time as year-end financial accounts). Enable management accounts to work to a different timeline to the financial accounts (e.g. for P09 and P12 submissions)	Min
BR_FIN_4236	2	Finance	Tax	Support the identification and capture of any double tax implications for input and expat employees	Min
BR_FIN_4237	2	Finance	Record to Report	Enable adjustments to be made to Department year end HMT OSCAR submissions to support both the creation of a separate WGA OSCAR submission and the finalised outturn Departmental submission to HMT	Min
BR_FIN_4238	2	Finance	Record to Report	Enable specialist users to access and report on Chart of Account data including hierarchies and their associated levels, from within the solution and as an authorised externally accessible query	Min
BR_FIN_4239	2	Finance	Record to Report	Provide a workflow enabled change management and maintenance of the Chart of Accounts	Min
BR_FIN_4240	2	Finance	Record to Report	Enable employees to record receipt of gifts and hospitality and its value subject to approval workflows	Min
BR_FIN_4241	2	Finance	Tax	Enable Matrix Departments to meet all of their tax related record keeping, reporting and filing obligations in line with current and where known planned HMRC requirements	Min
BR_FIN_4242	2	Finance	Tax	Facilitate accurate general ledger and subledger postings for all tax related transactions	Min
BR_FIN_4243	2	Finance	Source to contract	Enable exception reporting that will alert the Authority or their BPO to any failures of this integration, so that they may take steps to keep the S2C system and the ERP in alignment	Min
BR_FIN_3261	2	Finance	Management Reporting	Allow business End Users to access real time data and information for financial and HR reporting	Min



BR_FIN_3262	2	Finance	Management Reporting	Allow the structuring of information at different levels e.g. Entity, BU, Core/Consolidated Departmental level and for different audiences	Min	
BR_FIN_3263	2	Finance	Management Reporting	Enable creation of bespoke reporting like the creation of Board pack through system financial data, dashboards and exception reports based on defined parameters. These reports need to be accessible using handheld devices	Min	
BR_FIN_3264	2	Finance	Management Reporting	Enable the standardisation of reporting format as defined for budget performance reviews	Min	
BR_FIN_3265	2	Finance	Management Reporting	Enable drill through functionality to source transactions from different types of mobile and on desktop reporting	Min	
BR_FIN_3266	2	Finance	Management Reporting	Allow holding of information on risks and opportunities e.g. when performing variance analysis	Min	
BR_FIN_3267	2	Finance	Management Reporting	Produce Self Service reports to monitor analysis of different variances such as Budgets, Actuals, Forecasts, Headcount/ FTEs.	Min	
BR_FIN_3268	2	Finance	Management Reporting	Provide capability to report at different levels of the Cost Centre structure, such as at consolidated level by Business Unit, parent/ child, etc.	Min	
BR_FIN_3269	2	Finance	Management Reporting	Provide the End User with tools for performing trend analysis and support insightful reporting	Min	
BR_FIN_3270	2	Finance	Management Reporting	Show information in ways other than that of the primary GL structure specifically enabling information to be presented from any field in which the underlying data record has been captured.	Min	
BR_FIN_3271	2	Finance	Management Reporting	Support the automatic generation of Budget Holder reports, including variances and exceptions	Min	
BR_FIN_3272	2	Finance	Management Reporting	Allow the input of commentary on financial performance	Min	
BR_FIN_3273	2	Finance	Management Reporting	Have a "Hover Over " functionality in order to see data definitions/ prescriptive details. Those details to be supported by a common data dictionary".	Min	

BR_FIN_3274	2	Finance	Management Reporting	Provide upload functionality so that metrics/data/information that are not native to the ERP can be uploaded into the Reporting Data set to enable creation of management reports that include both ERP (GL and Sub-ledger) and external data.  (Uploaded data will include data sourced from third party systems with different charts of account, calendars, data structures etc and will need to be mapped into a common matrix format)	Min
BR_FIN_3275	2	Finance	Management Reporting	Ensure easy access to data is appropriately controlled through access rights, overflow or some other mechanism	Min
BR_FIN_3276	2	Finance	Financial Planning	Allow Budget Holders to access self-serve reporting to monitor budgets, actuals and variances analysis	Min
BR_FIN_3277	2	Finance	Financial Planning	Allow budgets and forecasts to be input against current year and future years	Min
BR_FIN_3278	2	Finance	Financial Planning	Allow preparation of budgets and plans for future years	Min
BR_FIN_3279	2	Finance	Financial Planning	Allow review of "In Year Budget" movements within the Service System, including commentary	Min
BR_FIN_3280	2	Finance	Financial Planning	Allow Service System driven consolidation of all plans including budgets and forecasts	Min
BR_FIN_3281	2	Finance	Financial Planning	Allow the configuration of approval workflows for budgets separately from the workflows for forecasts	Min
BR_FIN_3282	2	Finance	Financial Planning	Allow the creation of standardised planning templates to be completed by Business Units	Min
BR_FIN_3283	2	Finance	Financial Planning	Consolidate plans and budgets and forecast information at required organisational levels	Min
BR_FIN_3284	2	Finance	Financial Planning	Enable approval process for the submission of the standardised planning template	Min
BR_FIN_3285	2	Finance	Financial Planning	Enable comparison of actuals and budget and allow input of commentary	Min
BR_FIN_3286	2	Finance	Financial Planning	Enable comparison of versions of forecasts and budgets held in the Service System	Min
BR_FIN_3287	2	Finance	Financial Planning	Enable drill down from transactions in the forecasting and planning tool back to the source data for historical periods	Min
BR_FIN_3288	2	Finance	Financial Planning	Enable full audit trail of spending review and estimates updates	Min

BR_FIN_3289	2	Finance	Financial Planning	Enable full audit trail when budgets, plans and forecast are updated - including the change traceability, when, by whom	Min
BR_FIN_3290	2	Finance	Financial Planning	Enable plans and budgets to be held at the required level of detail e.g. Entity, Cost centre, BU etc.	Min
BR_FIN_3291	2	Finance	Financial Planning	Enable the actuals to be pulled through for current year budgets and forecasts	Min
BR_FIN_3292	2	Finance	Financial Planning	Enable the Service System to accept pushed information on budgets and forecasts using offline data files	Min
BR_FIN_3293	2	Finance	Financial Planning	Enable controls in place to adjust in year Budgets, e.g. for structural changes, Machinery of Government and Supplementary Estimate changes	Min
BR_FIN_3294	2	Finance	Financial Planning	Enable End Users to label components of budgets by Funding source, with the ability to report this separately	Min
BR_FIN_3295	2	Finance	Financial Planning	Enable End Users to label components of forecasts by activity type, with the ability to report this separately	Min
BR_FIN_3296	2	Finance	Financial Planning	Enable End Users to run reports that identify forecasts variances to actuals	Min
BR_FIN_3298	2	Finance	Financial Planning	Enable End Users to Self Service information as well as Self Service submission process of forecasts and budgets	Min
BR_FIN_3299	2	Finance	Financial Planning	Enable workflow approvals when a Forecast is adjusted	Min
BR_FIN_3300	2	Finance	Financial Planning	Integrate with other forecasting tools within the Service System such as cash flow forecasting, strategic planning, workforce planning and project portfolio planning	Min
BR_FIN_3301	2	Finance	Financial Planning	Have a section to document risks, assumptions and opportunities relating to the Plans/Budgets within the system.	Min
BR_FIN_3302	2	Finance	Financial Planning	Support analysis and insights into forecasts and budgets including trend analysis	Min
BR_FIN_3303	2	Finance	Financial Planning	Support maintaining different versions of the plans and budgets incorporating respective comments	Min
BR_FIN_3304	2	Finance	Financial Planning	Support the production of plans and budgets at granular level based on a defined hierarchy	Min
BR_FIN_3305	2	Finance	Financial Planning	Support the running of full end to end financial planning processes, to include forecasting, budgeting and any strategic multiyear planning processes	Min
BR_FIN_3306	2	Finance	Financial Planning	Allow access to different End User groups to plans and budgets created in different parts of the Authority	Min

BR_FIN_3308	2	Finance	Financial Planning	Allow the upload of budgets and forecasts using defined templates	Min
BR_FIN_3311	2	Finance	Financial Planning	Provide the ability to create financial models that support forecast and strategic planning	Min
BR_FIN_3314	2	Finance	Financial Planning	Allow the display of Prior Year data in the standard planning templates including any strategic multiyear planning templates	Min
BR_FIN_3315	2	Finance	Financial Planning	Provide controlled access around the opening/closing of periods, enabling multiple periods to be open for planning/budgeting and forecasting purposes as required and defined by the Departments"	Min
BR_FIN_3316	2	Finance	Financial Planning	Provide the ability to roll forward the monthly forecast position automatically based on the YTD actuals position. System to automatically be able to roll or actualize forecast going forward (for some CO business units only).	Min
BR_FIN_3317	2	Finance	Financial Planning	Provide ability to provide additional comments on run rates and run rates to be available in the system	Min
BR_FIN_3318	2	Finance	Financial Planning	Allow additional dimensions such as Cost Centre level and account code level, and other attributes (activities or funding type) within the Plans/Budgets	Min
BR_FIN_3319	2	Finance	Financial Planning	Provide the ability to hold approved budget amounts against GL accounts	Min
BR_FIN_3320	2	Finance	Financial Planning	Provide the ability to hold approved budget amounts against user-defined groups of GL accounts	Min
BR_FIN_3321	2	Finance	Financial Planning	Provide the ability to hold approved budget amounts against hierarchy node values	Min
BR_FIN_3322	2	Finance	Financial Planning	Provide the ability to transfer budget funds between accounts/ account groups/ summary values with an appropriate audit trail (for example, budget transfer journals)	Min
BR_FIN_3323	2	Finance	Financial Planning	Provide the ability for online available funds checking for GL journal entry and AP invoice entry	Min
BR_FIN_3324	2	Finance	Financial Planning	Provide the ability for available funds checking to be performed against remaining annual, monthly and quarterly budgets	Min
BR_FIN_3325	2	Finance	Financial Planning	Provide the ability for available funds checking at multiple levels.(check at account level first, then at user-defined summary level)	Min

BR_FIN_3326	2	Finance	Financial Planning	Provide the ability to include What-if simulation and scenario comparison allowing attachments, for business planning and budgeting processes	Min
BR_FIN_3327	2	Finance	Financial Planning	Provide the ability to support the planning and forecasting process	Min
BR_FIN_3328	2	Finance	Financial Planning	Provide budget holder reports, highlighting areas of variance and exception and these to be system generated where possible	Min
BR_FIN_3710	2	Finance	Tax	Prevent an override by requisitioners of procurement categories that determine the chart of accounts values and VAT treatment	Min
BR_FIN_3711	2	Finance	Tax	Provide the ability to issue/apply zero-rating requests on purchase orders	Min
BR_FIN_3712	2	Finance	Tax	Provide the ability to amend or reverse charge/acquisition tax	Min
BR_FIN_3713	2	Finance	Tax	Provide the ability to account for Non UK taxes	Min
BR_FIN_3714	2	Finance	Tax	Provide the ability to deal with business and non-business supplies.	Min
BR_FIN_3715	2	Finance	Tax	Provide the ability to round up or down all VAT amount calculations except zero-rated	Min
BR_FIN_3716	2	Finance	Tax	Provide the ability to change the rate of input and output VAT by line.	Min
BR_FIN_3717	2	Finance	Tax	Be able to account for and properly record VAT associated with sub-tenancies (whether exempt or opted to tax)	Min
BR_FIN_3718	2	Finance	Tax	Provide the ability to apply multiple VAT rates on the same invoice/credit note.	Min
BR_FIN_3719	2	Finance	Tax	Provide the ability to change VAT recoverability.	Min
BR_FIN_3720	2	Finance	Tax	Provide the ability to debit gross amounts against any cost centre/budget owner both as commitment and actual expenditure, when the invoice includes VAT which may not be reclaimed.	Min
BR_FIN_3721	2	Finance	Tax	Provide the ability to write VAT to different General Ledger analysis account codes, depending on whether the VAT is recoverable	Min

BR_FIN_3722	2	Finance	Tax	Provide the ability to partially recover VAT	Min
BR_FIN_3723	2	Finance	Tax	Provide the ability to recognise and define multiple input VAT codes, e.g. UK VAT chargeable, EC acquisition tax, no VAT, exempt, non-recoverable VAT inclusive, reverse charging tax. This includes the ability to implement temporary rates and rate changes in response to legislation and ensuring overseas purchases can be accommodated	Min
BR_FIN_3724	2	Finance	Tax	Provide the ability to define multiple output VAT codes, e.g. UK VAT chargeable, EC VAT, exempt, export to a third country, UK sale zero rates by certificate/treasury, distance selling, outside the scope. This includes the ability to implement temporary rates and rate changes in response to legislation.	Min
BR_FIN_3725	2	Finance	Tax	Provide the ability for codes allocated to VAT elements of transactions to 'mirror' their associated transaction elements within the General Ledger, e.g. transaction and VAT both have the same cost centre and activity codes but different nominal account codes	Min
BR_FIN_3726	2	Finance	Tax	Provide the ability to support commercial and COS VAT types	Min
BR_FIN_3727	2	Finance	Tax	Provide the ability to record, analyse and report VAT in line with regulatory standards	Min
BR_FIN_3728	2	Finance	Tax	Enable controls around flagging (or not) EU countries to differentiate them from non-UK and non-EU countries.	Min
BR_FIN_3729	2	Finance	Tax	Enable statutory returns to be drawn from the system	Min
BR_FIN_3730	2	Finance	Tax	Automate tax treatment for inter departmental transfers that may be deemed intercompany billed to different legal entities	Min
BR_FIN_3731	2	Finance	Tax	Allow the configuration of tax rules to ensure VAT treatment is accurate, including imports from overseas suppliers	Min
BR_FIN_3732	2	Finance	Tax	Hold information on entities and VAT registration details as required to support the VAT submission process	Min

BR_FIN_3733	2	Finance	Tax	Enable VAT treatment to be coded and determined at the point of procurement in an automated manner, with procurement category codes linking to UNSPC numbers and mapping to appropriate VAT treatment, preventing the overriding of VAT treatment used in a purchase by the end user	Min
BR_FIN_3734	2	Finance	Tax	Support the identification of transactions with the incorrect VAT treatment	Min
BR_FIN_3735	2	Finance	Tax	Report on sales invoices, including net, VAT, and gross columns	Min
BR_FIN_3736	2	Finance	Tax	Report on input VAT related to business transactions by the purchase invoice/credit note	Min
BR_FIN_3737	2	Finance	Tax	Report on all purchase invoices showing for each one VAT and whether it was recoverable or non-recoverable.	Min
BR_FIN_3738	2	Finance	Tax	Correctly attribute input and output VAT from the source transaction.	Min
BR_FIN_3739	2	Finance	Tax	Correctly deal with VAT associated with project transactions.	Min
BR_FIN_3740	2	Finance	Tax	Deal with the appropriate VAT requirements on the sales of goods and service, ensuring this can be integrated with VAT or other tax reporting requirements	Min
BR_FIN_3741	2	Finance	Tax	Enable business sales and related input VAT purchases to be coded using appropriate VAT system codes	Min
BR_FIN_3742	2	Finance	Tax	Retain and maintain tax records in line with legal reporting obligations	Min
BR_FIN_3743	2	Finance	Tax	Ensure all transactions regardless of type have a VAT rate applied through a centrally controlled VAT system code	Min
BR_FIN_3744	2	Finance	Tax	Ensure that the system can differentiate between UK and non-UK suppliers and customers	Min
BR_FIN_3745	2	Finance	Tax	Ensure that the system can automatically create the reverse charge journal on relevant non-UK supplies	Min
BR_FIN_3746	2	Finance	Tax	Ensure that all system-produced documents and interfaces meet the minimum standard of what constitutes a VAT document as per HMRC guidance	Min
BR_FIN_3747	2	Finance	Tax	Comply with all current and known planned aspects of HMRC's "making tax digital" initiatives	Min
BR_FIN_3748	2	Finance	Tax	Provide the ability to account for UK VAT, including delivering information on the net VAT position to HMRC	Min



BR_FIN_3749	2	Finance	Tax	Ensure that all master data set up and changes are subject to the agreed change control process with appropriate approvals	Min
BR_FIN_3750	2	Finance	Tax	Differentiate between different employee types to ensure tax-related implications of legislation can be met	Min
BR_FIN_3751	2	Finance	Tax	Provide an automated process via Payroll to capture taxable transactions related to expenses, salary sacrifice schemes, loans and other taxable benefits.	Min
BR_FIN_3752	2	Finance	Tax	Support the identification and capture of any dual tax implications.	Min
BR_FIN_3753	2	Finance	Tax	Support identifying and capturing any implications associated with tribunal activity, including compensation, interest and tax implications	Min
BR_FIN_3754	2	Finance	Tax	Enable the creation of customs declarations	Min
BR_FIN_3755	2	Finance	Tax	Support the ability to request a new proc category/tax code via an approved workflow, where it is found that an existing category cannot meet the tax requirements of a purchase.	Min
BR_FIN_3756	2	Finance	Tax	Report the number of Tax coding errors in a given period	Min
BR_FIN_3757	2	Finance	Tax	Report on the number, value and age of any suspense transactions	Min
BR_FIN_3758	2	Finance	Tax	Report on the number and value of any overpayments	Min
BR_FIN_3759	2	Finance	Tax	Support the creation of all tax-related statutory returns	Min
BR_FIN_3760	2	Finance	Tax	Report on all taxable transactions relating to salary, salary sacrifice, loans and benefits	Min
BR_FIN_3761	2	Finance	Tax	Support completing the PAYE Settlement Agreement (PSA)	Min
BR_FIN_3762	2	Finance	Tax	Support the creation of payslips, P60s, P11Ds and any other statutory PAYE-related documents	Min
BR_FIN_3763	2	Finance	Tax	Maintain and retain all tax related records in line with legal reporting obligations	Min
BR_FIN_3764	2	Finance	Tax	Allow authorised users read-only access and self-serve reporting functionality	Min
BR_FIN_3765	2	Finance	Tax	Support the reporting and recovery of output VAT associated with bad debt on receivables	Min



BR_FIN_3766	2	Finance	Tax	Enable preparation and filing of CIS returns and associated reporting, including (but not limited to) ensuring CIS contractors are identified and recorded on the service system, so labour/materials split is systemically required on invoices and CIS rates can be created/maintained and associated to CIS contractor status	Min
BR_FIN_3767	2	Finance	Tax	Provide iXBRL format outputs/reports	Min
BR_FIN_3768	2	Finance	Tax	Prepare group VAT returns where grouped entities are on the service system.	Min
BR_FIN_3770	2	Finance	Tax	Enable the identification of input costs that will be used in an exempt onwards supply to have their VAT recovery suppressed at source (rather than included as part of a partial exemption calculation)	Min
BR_FIN_3771	2	Finance	Tax	Calculate any partial exemption adjustments needed, on an ongoing basis with a long period adjustment at financial year end	Min
BR_FIN_3772	2	Finance	Tax	Process VAT reverse charges for CIS contractors (noting the treatment will be driven by the CIS registration status of the Matrix Department)	Min
BR_FIN_3773	2	Finance	Tax	Enable adjustment of input VAT between COS recoverable and business VAT recovery where a share of the underlying contract is being recharged to another department	Min
BR_FIN_3774	2	Finance	Tax	Flag and report on COS related input VAT, where the tax point falls in a future year making the tax irrecoverable	Min
BR_FIN_3775	2	Finance	Tax	Flag and report on invoices where VAT has been reclaimed but invoice remains unpaid/on hold after 6 months.	Min
BR_FIN_3776	2	Finance	Tax	Ensure accounting on electronic interface files follow the same accounting protocols as purchase order led transactions	Min
BR_FIN_3777	2	Finance	Tax	Enable full reconciliation of balances appearing on VAT returns back to underlying transactions	Min
BR_FIN_3778	2	Finance	Tax	Enable VAT only invoices (input and output) to be processed and properly accounted for	Min

BR_FIN_3779	2	Finance	Tax	Account for GRNI accruals in line with VAT treatment of the underlying transaction (e.g. irrecoverable VAT transactions accrued gross values, recoverable net values)	Min	
BR_FIN_3780	2	Finance	Tax	Support cash forecasting (net cash receipt/payment associated with future VAT returns based on known transactions in a specified period)	Min	
BR_FIN_3781	2	Finance	Tax	Provide detailed reports for travel and subsistence to facilitate the identification of taxable expenses for dual based employees, together with other one-off taxable travel and subsistence related expenses	Min	
BR_FIN_3782	2	Finance	Tax	Ensure that the appropriate tax regime is applied to workers based on their location	Min	

## Section 2. Not Minimum Functional Requirements

ID	Grouping 'R	Category	Sub Category	FR Description	Priority (Min/Not Min)	Tenderer Response	Tenderer Comments
BR_FIN_3307	2	Finance	Financial Planning	Allow the modelling of Machinery of Government changes	Not Min		
BR_FIN_3309	2	Finance	Financial Planning	Enable access to strategic planning models dashboards	Not Min		
BR_FIN_3310	2	Finance	Financial Planning	Enable End User to include or document risks, assumptions and volatility when creating forecasts	Not Min		
BR_FIN_3312	2	Finance	Financial Planning	Provide an option to automate forecast updates	Not Min		
BR_FIN_3370	2	Finance	Record to Report	Provide the ability to define alphanumeric elements for COA.	Not Min		
BR_FIN_3386	2	Finance	Record to Report	Provide comprehensive audit logs of all transactions performed on the application. (showing prior and post updates, capturing date, user, data table, data field etc.) and specified exception reports	Not Min		
BR_FIN_3423	2	Finance	Record to Report	Provide the ability to set rounding's the same in each sub-module. (reduce risk of £0.01p residual accruals)	Not Min		

BR_FIN_3450	2	Finance	Record to Report	Provide the ability to store partially completed journals (which may be out of balance) and their subsequent retrieval for completion (transactions can only be posted when they are in balance)	Not Min
BR_FIN_3463	2	Finance	Record to Report	Provide the ability to close GL periods while there are still journals on the posting tables - there needs to be a system warning to the user when this happens	Not Min
BR_FIN_3472	2	Finance	Record to Report	Provide the ability for period end roll over in feeder transactions such as from AP and AR to take place in advance of that of the General Ledger (for example, hold the General Ledger open for a few days after closing the accounts payable and accounts receivable)	Not Min
BR_FIN_3482	2	Finance	Record to Report	Allow enabling of Controls to identify mis-postings and other queries	Not Min
BR_FIN_3491	2	Finance	Record to Report	Provide the ability for a year end to be forced at any point in the Financial year. E.g., to allow for bodies that are wound up part way through a year	Not Min
BR_FIN_3497	2	Finance	Record to Report	Enable approval workflows for balance sheet reconciliations	Not Min
BR_FIN_3690	2	Finance	Grants	Ensure that Grant Recipients are able to enter their own payment requests directly into the system using self-service for approved Grants	Not Min
BR_FIN_3769	2	Finance	Tax	Enable and support the preparation of group VAT returns including data from ALBs/EAs that are not on the Service System.	Not Min
BR_FIN_3814	2	Finance	Purchase to Pay	Drive and operate automated controls around spending from allocated budgets for any given period	Not Min
BR_FIN_3867	2	Finance	Purchase to Pay	Calculate interest due to unpaid invoices and or invoices paid outside of the agreed payment terms	Not Min
BR_FIN_3955	2	Finance	Purchase to Pay	allow the capture of recurring invoices	Not Min
BR_FIN_3972	2	Finance	Order to Cash	Support the carrying out of control checks before a customer is setup on the Service System to support prevention of fraud	Not Min
BR_FIN_4041	2	Finance	Order to Cash	Include information relating to the invoice owner/credit controller in the service system	Not Min
BR_FIN_4043	2	Finance	Order to Cash	Allow integration with more advanced communication methods such as SMS	Not Min

BR_FIN_4048	2	Finance	Order to Cash	Provide the ability to import customer hierarchy data from an external source, e.g. Dun & Bradstreet	Not Min
BR_FIN_4051	2	Finance	Order to Cash	Provide the ability to check credit limits at parent company level, place all subsidiaries 'on hold' where the credit limit balance has exceeded and offer the ability to credit check across all systems/modules with an external source, e.g. Dun & Bradstreet	Not Min
BR_FIN_4054	2	Finance	Order to Cash	Provide the ability to calculate net customer balances without offsetting them	Not Min
BR_FIN_4104	2	Finance	Order to Cash	Provide the ability for customers to upload payments	Not Min
BR_FIN_4130	2	Finance	Record to Report	Allow the creation of consolidation progress dashboards, showing by entity what data has been provided and summarising the discrepancies highlighted by validation checks. This requirement applies to year-end accounts, planning and in-year management reporting	Not Min
BR_FIN_4131	2	Finance	Record to Report	Present the entities being consolidated with a table comparing current and prior year figures at various levels of granularity (and for local and/or global CoAs) which automatically flags key differences over given thresholds and allows entities to provide variance commentary against these lines. This requirement applies to year-end accounts, planning and in-year management reporting	Not Min
BR_FIN_4140	2	Finance	Record to Report	Allow entities to make adjustments to their balances for the year-end accounts via their submissions. There must be an audit trail of these adjustments and (for TB adjustments) they should be on a double-entry basis	Not Min
BR_FIN_4141	2	Finance	Record to Report	Allow the central consolidation team to make adjustments to entity submissions for the year-end accounts either directly to their submissions or via journals	Not Min
BR_FIN_4142	2	Finance	Record to Report	Allow entities being consolidated for the year-end accounts to enter prior period adjustments (PPAs) onto the consolidation tool via a journal (with a specific journal type to avoid contaminating historical prior year data), using a workflow to ensure that the central accounts production team can review and approve these adjustments.	Not Min

BR_FIN_4145	2	Finance	Record to Report	Provide workflows for journal entry and review/approval for the year-end accounts	Not Min
BR_FIN_4153	2	Finance	Record to Report	Enable the production of the full Annual Report & Accounts, including the Performance Report and Accountability Report (including the Remuneration Report)	Not Min
BR_FIN_4160	2	Finance	Record to Report	Enable the comparison of different versions of the year-end accounts, using "compare versions", "track changes" and comment/markup functionality. Maintain an audit trail of changes	Not Min
BR_FIN_4164	2	Finance	Record to Report	Enable the identification, resolution and tracking of rounding errors in the tables of the year-end accounts document without manual overwrites to outputs, so that all numbers in the annual report and accounts are consistent	Not Min
BR_FIN_4173	2	Finance	Record to Report	Maintain an audit trail of (i) changes made to data submissions by off-system entities and (ii) multiple iterations of submissions made by off-system entities	Not Min
BR_FIN_4244	2	Finance	Financial Planning	Allow automatic forecasting of staff (worker related) cost based on source of funding e.g. admin/programme/capital	Not Min
BR_FIN_4245	2	Finance	Financial Planning	Allow recharge data to be collected and fed back into the forecast model and reports.	Not Min
BR_FIN_4246	2	Finance	Financial Planning	Allow certain vacancies such as Expressions of Interest that will not have an overall cost or FTE impact to the department to be forecast against cost centres individually, but then be automatically taken into account in chosen cost centres to show as credits	Not Min
BR_FIN_4247	2	Finance	Financial Planning	Have the ability to immediately add in to forecast government/budgetary changes such as recent ERNIC decisions in mini budget and subsequent changes	Not Min

**APPENDIX 1 – TAB 6 (HR INC PAYROLL REQUIREMENTS)**

## 1. Minimum - Functional Requirements

ID	Grouping	FR Category	Sub Category	FR Description	Priority (Min/Not Min)	Tenderer Response	Tenderer Comments
BR_HRP_5000	1	HR	Workforce Planning	Provide a complete set of functionality for workforce planning purposes e.g. Workforce Management, Workforce Planning & Strategic Workforce Planning	Min		
BR_HRP_5001	1	HR	Manage Organisation & Positions	Include functionality on Position Management to enable departments determine how jobs are defined, how many positions are needed and what organisational structure should look like	Min		
BR_HRP_5002	1	HR	Workforce Planning	Capture multifaceted attributes (e.g., Contracted hours, Location, Grade, Skills, Education, T&C's to mention a few) of workers	Min		
BR_HRP_5003	1	HR	Workforce Planning	Provide the ability to use information within workforce planning that links positional information to information like professions, skills profiles, location data to support identification gaps in workforce capabilities	Min		
BR_HRP_5004	1	HR	Workforce Planning	Ensure Position Management will be appropriately linked to budgeting and forecasting	Min		
BR_HRP_5005	1	HR	Workforce Planning	Provide facility to track skills proficiency / maturity in each area, and link into training modules	Min		
BR_HRP_5006	1	HR	Workforce Planning	Enable succession planning - ability to link and track against Performance Management and Talent Management (e.g. 9 Box Grid) with workforce planning	Min		

BR_HRP_5007	1	HR	Workforce Planning	Have the ability to report on departmental outputs and outcomes related to departments strategic goals, objectives or deliverables. For example, ability to track what trade programmes employees are working on.	Min
BR_HRP_5008	1	HR	Workforce Planning	Allow HR professionals to review and analyse information related to headcount, efficiency, locations and skills forecast	Min
BR_HRP_5009	1	HR	Workforce Planning	Ensure workforce planning will define the right size, right shape, right cost and right agility of the workforce (right place, right time, right risk, right skills) (based on in-the-moment insights)	Min
BR_HRP_5010	1	HR	Workforce Planning	Provide seamless information linkage between the organisational positions/hierarchy and the status of an employee through the employee lifecycle including their status, pre-employment. e.g., through Recruitment, example status would be vacant, occupied, post accepted	Min
BR_HRP_5011	1	HR	Workforce Planning	Provide the ability to hold changes in a transitional state for review before final changes are applied to an organogram	Min
BR_HRP_5012	1	HR	Workforce Planning	Allow the identification of funding types by individual position on the organisational hierarchy	Min
BR_HRP_5013	1	HR	Workforce Planning	Provide the ability to capture when additional posts are signed off and by whom - for example a new post being signed off by a senior civil servant	Min



BR_HRP_5014	1	HR	Workforce Planning	Support scenario modelling assisted by real-time information and trends	Min
BR_HRP_5015	1	HR	Workforce Planning	Provide a suite of standard analytics, MI, visualisations and summary reports governing the overall workforce lifecycle	Min
BR_HRP_5016	1	HR	Workforce Planning	Enable workforce planning reporting, for example headcount vs FTE for each business unit, span of control	Min
BR_HRP_5017	1	HR	Workforce Planning	Have the capability to provide intuitive and visual workflows for workforce planning	Min
BR_HRP_5018	1	HR	Workforce Planning	Enable reporting on leavers, including when they have left the organisation versus when they were offboarded from the Service System	Min
BR_HRP_5019	1	HR	Workforce Planning	Have the ability to provide graphical and hierarchy representation of forecast models	Min
BR_HRP_5021	1	HR	Workforce Planning	Provide capability to see an organogram view for the purposes of scenario modelling	Min
BR_HRP_5022	1	HR	Workforce Planning	Provide the ability to compare different workforce scenarios	Min
BR_HRP_5023	1	HR	Workforce Planning	Enable forecasting where the workforce will be in the future for example, to understand when employees on loan into the organisation are expected to leave	Min
BR_HRP_5024	1	HR	Workforce Planning	Have the capability to hold multiple forecasting versions at any one point in time	Min

BR_HRP_5025	1	HR	Workforce Planning	Enable modelling of alternative scenarios and modelling of future changes in workforce strategy, including turnover. For example changes in location policy, or changes to hiring or grade structures, or changes to use of contingent labour	Min
BR_HRP_5026	1	HR	Workforce Planning	Support collaboration in real-time on workforce planning datasets	Min
BR_HRP_5027	1	HR	Workforce Planning	Provide the ability for the workforce planning tools and dataset to integrate with finance processes tools and datasets, for example as a feed into the planning and forecasting of staff costs as part of the overarching financial & people planning processes.	Min
BR_HRP_5028	1	HR	Workforce Planning	Support the ability to record, archive and refer back to previous period information so we can track workforce trends over time	Min
BR_HRP_5029	1	HR	Workforce Planning	Enable the sharing of information and reports 'on system' rather than having to export datasets and analyse data in Excel	Min
BR_HRP_5030	1	HR	Workforce Planning	Enable future dated changes so that datasets can be proactively managed	Min
BR_HRP_5032	1	HR	Workforce Planning	Ensure there is integration between workforce planning and dependent data sets in other parts of the technology	Min

BR_HRP_5033	1	HR	Workforce Planning	Ensure employee datasets and organisation structures will be appropriately maintained within the SaaS system. The SaaS system will have the capability to import and export data and offer flexible levels of granularity to make supply and demand comparisons.	Min
BR_HRP_5034	1	HR	Manage Time	Allow the user to enter, approve and track Flexitime (subject to and with varying eligibility) with the ability to calculate balances and accruals, all of which should be viewable in leave calendars	Min
BR_HRP_5035	1	HR	Manage Time	Have the ability to account for absence days based on working pattern rather than purely calendar days	Min
BR_HRP_5036	1	HR	Manage Time	Be able to store, track and apply an unlimited number of work patterns (e.g. % FTE and work pattern, term time only, off-site working) and manage allocation of bank holidays and privilege leave	Min
BR_HRP_5037	1	HR	Manage Time	Have the ability to flexibly adjust work patterns for any employee or group of employees and reflect those adjustments in all relevant processes such as annual leave requests	Min
BR_HRP_5038	1	HR	Manage Time	Be able to capture discretionary time bound payment values based on multiple complex business rules for payroll processing e.g., overtime	Min
BR_HRP_5067	1	HR	Manage Time	Allow users to enter, approve and track all types of absence based on Department workflow and approval hierarchies	Min

BR_HRP_5070	1	HR	Manage Time	Enable users to submit changes to their work pattern (e.g. change normal working days, move to Compressed Hours etc)	Min
BR_HRP_5071	1	HR	Manage Time	Notify approvers that an amendment to work schedule request is ready for approval with repeat notifications until completed. The frequency of notifications to be set by each Department	Min
BR_HRP_5072	1	HR	Manage Time	Notify employees when an amendment to work schedule is rejected	Min
BR_HRP_5073	1	HR	Manage Time	Provide the facility for an approver to comment on an amendment to work schedule (e.g. enabling them to provide a reason for rejecting an amendment or for approving an amendment that is inconsistent with policy)	Min
BR_HRP_5074	1	HR	Manage Time	Provide the facility for an employee to comment on a request to amend work schedule	Min
BR_HRP_5075	1	HR	Manage Time	Automatically escalate a late approval of an amended work schedule after a predefined period of time. Escalation hierarchy and timing to be set by the Department	Min
BR_HRP_5076	1	HR	Manage Time	Enable employees to edit and resubmit amendments to work schedules that have previously been rejected by their line manager	Min
BR_HRP_5077	1	HR	Manage Time	Enable line managers/approvers to reject amendments to work schedules	Min
BR_HRP_5078	1	HR	Manage Time	Enable line managers/approvers to add reviewers/approvers to amendments to work schedules	Min

BR_HRP_5079	1	HR	Manage Time	Enable employees to withdraw an amendment to work schedule (whether approved or not) and resubmit with notification to approver that any approved change has now been withdrawn and resubmitted	Min
BR_HRP_5080	1	HR	Manage Time	Automatically re-calculate annual leave allowance and privilege leave based on approved changes to working pattern/schedule	Min
BR_HRP_5081	1	HR	Manage Time	Notify the line manager and HRBP whenever a change in working schedule results in a leave allowance have being exceeded	Min
BR_HRP_5082	1	HR	Recruitment	Support the approval of position creation and position changes via Self-Service	Min
BR_HRP_5083	1	HR	Recruitment	Enable the specification of different approval routes for "permission to recruit" requests dependent on other factors, including and not limited to grade, salary band and location	Min
BR_HRP_5084	1	HR	Recruitment	Support the approval to initiate recruitment via Self-Service	Min
BR_HRP_5085	1	HR	Recruitment	Enable the candidate to enter and maintain data relating to gender, gender identity, ethnicity, religion, disability, mental health and caring responsibilities, and for this data to only be viewable by the employee and specialist roles	Min
BR_HRP_5086	1	HR	Recruitment	Have the ability for successful applicant details (such as name, address, contact details, diversity information) that are entered whilst applying for the role to be transferred into their personnel record on creation through integration from the Recruitment System	Min

BR_HRP_5087	1	HR	Recruitment	Enable employees to make referrals for roles by referring candidates for open positions	Min
BR_HRP_5088	1	HR	Recruitment	Enable the line manager to receive tasks and notifications of actions required to progress through the end to end recruitment cycle for actions inside and outside of the ERP system	Min
BR_HRP_5089	1	HR	Recruitment	Prevent the creation of recruitment requisitions for positions that have not been granted approval to recruit	Min
BR_HRP_5090	1	HR	Recruitment	Reuse information entered into one or more Applicant Tracking System (ATS) system to populate the employee record so that the information is only entered once. Ensure this complies with any regulatory requirements	Min
BR_HRP_5091	1	HR	Recruitment	Allow tracing back of pre hire records through the use of a single common reference between the service system and the recruitment/ATS system(s).	Min
BR_HRP_5092	1	HR	Recruitment	Communicate with and provide relevant documents of an informational purpose to a pre-hire individual. Such documents may vary depending on role type, contract type, department etc.	Min
BR_HRP_5093	1	HR	Recruitment	Interface to the Recruitment system(s) on pre-hire individuals in order to provide detailed information on new joiners	Min
BR_HRP_5094	1	HR	Recruitment	Enable the access of the pre-hired functionality of the Service System from any internet enabled device	Min

BR_HRP_5095	1	HR	Recruitment	Enable the storage of employment documents issued via the system and allow view access to permitted users	Min
BR_HRP_5096	1	HR	Recruitment	Enable candidates to electronically sign and electronically return documentation including acceptance of contracts and signing via e-signature	Min
BR_HRP_5097	1	HR	Recruitment	Provide interfaces in order to take feeds from one or more Recruitment/ATS systems	Min
BR_HRP_5098	1	HR	Recruitment	Enable the specification of position information (such as location & allowances) at the point of offer	Min
BR_HRP_5100	1	HR	Recruitment	Support pre-boarding e.g. capabilities / channels supported to engage with new starters and Internal hires between offer of acceptance and their first day	Min
BR_HRP_5101	1	HR	Recruitment	Have the ability to alter employees pre-modernised terms and conditions to modernised upon promotion to a higher pay band as per department policy	Min
BR_HRP_5102	1	HR	Recruitment	Draw data from one or more Applicant Tracking Systems, and use it to generate contracts/offer letters/employment documentation	Min
BR_HRP_5103	1	HR	Recruitment	Enable the reinstatement and re-employment (where someone is brought back at a different grade, whether higher or lower, than before) of ex-employees back into an organisation	Min
BR_HRP_5105	1	HR	Recruitment	Support access to dashboards that provide live KPI data	Min

BR_HRP_5106	1	HR	Recruitment	Enable the reporting of vacant positions for the purposes of audit and organisational cleanse activities	Min
BR_HRP_5108	1	HR	Recruitment	Support the collection of references and security clearance information i.e. educational and employment history, including requesting, receiving and storing. Reference requirements will be dependent on both the nature of the applicant and the type of role	Min
BR_HRP_5110	1	HR	Recruitment	Capture a criminal record self-declaration for all applicants and flag roles within the organisation that require additional checks	Min
BR_HRP_5112	1	HR	Recruitment	The system shall allow specialist roles to add employees/resources to "recommended" Talent Pools	Min
BR_HRP_5113	1	HR	Age Performance	Upload data for past performance ratings for each department	Min
BR_HRP_5114	1	HR	Age Performance	Support flexibility to include all staff in the different performance management reviews (including ongoing, quarterly, and end of year) if they meet the required service criteria	Min
BR_HRP_5115	1	HR	Age Performance	Allow calculation of Performance-Related Pay (PRP) awards for employees by providing line managers with a suitable template/functionality	Min
BR_HRP_5116	1	HR	Age Performance	Enable warnings and other sanctions to have an expiry date	Min
BR_HRP_5117	1	HR	Age Performance	Allow employees to view current and past performance ratings at all times	Min
BR_HRP_5118	1	HR	Age Performance	Enable line managers and employees to set performance goals for employees at the start of the year	Min



BR_HRP_5119	1	HR	age Perform	Enable line managers to revise an end of year performance review ratings	Min
BR_HRP_5120	1	HR	age Perform	Prompt and enable line managers to undertake performance assessment throughout the year for direct reports	Min
BR_HRP_5121	1	HR	age Perform	Enable specialist roles to release the performance ratings for employees upon completion of moderation	Min
BR_HRP_5122	1	HR	age Perform	Provide line managers and/or employees with the ability to record quality conversations - content to be visible and editable by both	Min
BR_HRP_5123	1	HR	age Perform	Enable employees to raise an appeal against their rating	Min
BR_HRP_5124	1	HR	age Perform	Provide artificial intelligence, data and analytics tools that are used to assess performance through automated processes	Min
BR_HRP_5125	1	HR	age Perform	Provide facility for real-time feedback to management	Min
BR_HRP_5127	1	HR	age Perform	Track where an employee has spent time in different roles throughout the performance year and ensure the line manager at the end of the year performs the performance review task	Min
BR_HRP_5128	1	HR	age Perform	Enable seamless flow of performance results into other areas of the HR system e.g. Compensation	Min
BR_HRP_5129	1	HR	age Perform	Allow both solid and dotted line to manager and team based or project team to provide feedback, and contribute to the performance review in the system	Min

BR_HRP_5130	1	HR	age Perform	Support the ability to override or re-route a manager if inactive or on leave to another manager to provide feedback and contribute to the performance review in the system	Min
BR_HRP_5132	1	HR	age Perform	Hold summarised performance information that allows amendment of data in exceptional cases and values by defined user group	Min
BR_HRP_5133	1	HR	age Perform	Accommodate changes to the existing appraisal / performance management review processes if a completely new appraisal process is required	Min
BR_HRP_5134	1	HR	age Perform	Provide a mechanism for In-year awards (Non PRP Awards) nominations, recording and reporting against budgets across various Departmental levels and D&I characteristics	Min
BR_HRP_5135	1	HR	age Perform	Enable line managers and employees to draft, agree standards and objectives for the performance year	Min
BR_HRP_5136	1	HR	age Perform	Allow the sharing of draft objectives/ review notes with manager or team based review (with relevant approval / workflow) for comments throughout the year	Min
BR_HRP_5141	1	HR	age Perform	Guide all employees to have performance objectives	Min
BR_HRP_5142	1	HR	age Perform	Have the ability to tailor appraisal forms so that different appraisal forms are available to different groups of staff covering performance objectives, development items, ratings, competencies, PDP as required by POs/ employee populations	Min

BR_HRP_5143	1	HR	age Perform	Enable line managers to review and approve objectives within the system	Min
BR_HRP_5145	1	HR	age Perform	Provide the ability to amend or add to objectives as well as add new objectives throughout the performance year	Min
BR_HRP_5146	1	HR	age Perform	Have the ability to Integrate with 3rd party learning management systems (e.g. Civil Service Learning /LPG) and provide a comprehensive reporting	Min
BR_HRP_5147	1	HR	age Perform	Have the ability to record, administer and report on multiple full-time employee (including Fast Streamers)/manager performance review processes	Min
BR_HRP_5148	1	HR	age Perform	Enable Performance Improvement Plans (PIP) to be documented for assessment and tracking	Min
BR_HRP_5149	1	HR	age Perform	Have the ability to record, administer and report on success profiles both at a worker and Department level	Min
BR_HRP_5150	1	HR	age Perform	Enable creation of success profiles to be stored and assigned to roles/position	Min
BR_HRP_5151	1	HR	age Perform	Include all employees (e.g. SCS) who have changed grade or temporarily covered the duties of a different grade in the validation/consistency check group for the grade in which they have spent the majority of their time during the performance year	Min
BR_HRP_5152	1	HR	age Perform	Support different performance management process for different grades and/or contract types (e.g. Bands A-C, SCS, Fast Stream)	Min

BR_HRP_5153	1	HR	age Perform	Support performance management calendar cycles (Year Start and Year End)	Min
BR_HRP_5154	1	HR	age Perform	Require eligible grades to have an objective in specified areas	Min
BR_HRP_5155	1	HR	age Perform	Support performance ratings for eligible grades in specified categories	Min
BR_HRP_5156	1	HR	age Perform	Allow HR Operations specialist teams and line managers the ability to view and access all cases related to the employee together with status and sanctions/decisions given	Min
BR_HRP_5157	1	HR	age Perform	Provide reporting that enables monitoring of performance rating completions at various levels of the authority as well as trend data over time	Min
BR_HRP_5159	1	HR	age Perform	Have capability to generate and issue a letter to employee confirming rating and pay award on completion of the performance rating process	Min
BR_HRP_5160	1	HR	age Perform	Send reminders to employees and managers when performance appraisals should take place (including via email)	Min
BR_HRP_5161	1	HR	age Perform	Record and generate report on the status of reviews at all times (e.g. complete or incomplete)	Min
BR_HRP_5162	1	HR	age Perform	Have the ability to calibrate and report on performance ratings (including past performance ratings where some authority may or may not have differences in past data)	Min

BR_HRP_5163	1	HR	Manage Performance	Provide the ability to save partially complete version, if not able to complete in one sitting (e.g. including use of spell-checker functionality with word and character counts)	Min
BR_HRP_5164	1	HR	Manage Performance	Enable printing of documents in fully complete or partially completed versions	Min
BR_HRP_5165	1	HR	Manage Performance	Record feedback and outcome formally at quarterly, mid-year and end-of-year reviews including any actions as a result of the appraisals	Min
BR_HRP_5166	1	HR	Manage Performance	Support 360-degree commentary and feedback	Min
BR_HRP_5167	1	HR	Manage Performance	Administer a performance moderation exercise for employees (including SCS)	Min
BR_HRP_5168	1	HR	Manage Performance	Support the suppression of performance ratings for eligible grades (including SCS) until moderation has been completed	Min
BR_HRP_5170	1	HR	Manage Performance	Have the ability to create and maintain competencies (also known as Behaviours) within the systems prior to annual performance review to ensure that they are up to date and reflective of the critical skills required to make each role successful	Min
BR_HRP_5172	1	HR	Manage Performance	Enable model job profiles to be used for both performance related and capability related payments	Min

BR_HRP_5173	1	HR	age Perform	Prevent employees from being able to see disciplinary/sanction information recorded (e.g. warnings) without the related approvals; only the line manager and HR will be able to see warnings applied in an individual's record	Min
BR_HRP_5174	1	HR	age Perform	Have the ability to record, administer and report on skills framework both at a worker and Department level	Min
BR_HRP_5175	1	HR	age Perform	Have the ability to record, administer and report on qualification framework both at a worker and Department level	Min
BR_HRP_5176	1	HR	age Perform	Provide ability to create PIPs for a set period of time, prompt reviews at set intervals and document their outcome	Min
BR_HRP_5177	1	HR	age Perform	Have the ability to trigger an action or business process by notifying the respective people involved in the follow up process based on outcome of PIP evaluation	Min
BR_HRP_5178	1	HR	age Perform	Enable the Appeal Manager to record the date of the appeal meeting and the outcome of the appeal meeting	Min
BR_HRP_5179	1	HR	age Perform	Enable the line manager to record the outcome of a formal poor performance meeting (e.g. date, no action, Stage 1 written warning, Stage 2 written warning, dismissal)	Min
BR_HRP_5180	1	HR	age Perform	Enable the line manager to enter a review period (review date) following the formal poor performance meeting	Min

BR_HRP_5181	1	HR	age Perform	Enable the line manager to record and update the stage the employee is at in the formal poor performance meeting (e.g. Stage 1, Stage 2, Stage 3) and the date the stage was entered with history retained	Min
BR_HRP_5182	1	HR	age Perform	Enable the line manager to record the start of a sustained, time-limited performance period for an employee as part of the formal poor performance process	Min
BR_HRP_5183	1	HR	age Perform	Record the dismissal of an employee due to poor performance	Min
BR_HRP_5190	1	HR	age Perform	Track and manage poor performance within the authority, including tracking and reporting on poor performers within the Department	Min
BR_HRP_5191	1	HR	age Perform	Provide the ability to monitor and record notes captured during probationary period and allow access to any attached reports from probationary reviews	Min
BR_HRP_5192	1	HR	age Perform	Have the ability to record different lengths of probationary periods and extend them when required	Min
BR_HRP_5193	1	HR	age Perform	Alert managers of approaching probationary review dates and prompt them to confirm the successful completion at probation	Min
BR_HRP_5194	1	HR	age Perform	Have the ability to show reports from probationary reviews	Min
BR_HRP_5195	1	HR	age Perform	Produce reports showing the performance of those by gender, ethnicity, projected characteristics, grade working patterns and other characteristics, and to produce trend data	Min

BR_HRP_5196	1	HR	Age Perform	Ensure HR specialists are able to view the status of all sensitive cases by running a report/analytics via Self-Service based on access & security profiles.	Min
BR_HRP_5197	1	HR	Age Perform	Ability to track and manage poor performance within the Organisation. This includes tracking and reporting on poor performers within the organisation at differing organisational levels (e.g., business unit vs whole department)	Min
BR_HRP_5198	1	HR	duct & Disc	Have the ability to record grievance meeting information (dates, outcomes and recommendations) plus Collective Grievances on an employee's record	Min
BR_HRP_5199	1	HR	duct & Disc	Enable employees to appeal against a dispute decision within the maximum days of being informed of the outcome in line with the Department policy	Min
BR_HRP_5200	1	HR	duct & Disc	Have the ability to route an appealed decision to an identified Appeal Manager	Min
BR_HRP_5201	1	HR	duct & Disc	Enable an employee to raise a dispute via Self-Service (model letter template)	Min
BR_HRP_5202	1	HR	duct & Disc	Remind employee prior to submission of a complaint that informal methods can be used to resolve complaints	Min
BR_HRP_5203	1	HR	duct & Disc	Allow the employee to choose between line manager or line manager's manager as the recipient of the complaint (who will become the Decision Manager) before notifying HR that a complaint has been submitted	Min



BR_HRP_5204	1	HR	duct & Disc	Enable the Decision Manager to send Dispute Resolution employee leaflets and a copy of any investigation report to the employee ahead of the meeting	Min
BR_HRP_5205	1	HR	duct & Disc	Record dispute meeting information (dates, decisions, outcome & letter, confirmation,) and mark disputes as Collective Disputes	Min
BR_HRP_5207	1	HR	duct & Disc	Ensure disputes relating to bullying, harassment or discrimination are clearly identified	Min
BR_HRP_5208	1	HR	duct & Disc	Enable the Decision Manager to review, accept or reject the investigation report with the ability to add notes, giving his reasons	Min
BR_HRP_5209	1	HR	duct & Disc	Provide facility for employee to be able to categorise their issue (e.g. discrimination) when raising a complaint	Min
BR_HRP_5213	1	HR	duct & Disc	Have the ability to capture all data following the submission of a dispute raised by an employee	Min
BR_HRP_5214	1	HR	duct & Disc	Provide facility to record any action taken under Disciplinary process and the type of action (decisions made, level of warning, date of warning, duration of warning, date employee first notified of Disciplinary investigation commenced)	Min

BR_HRP_5215	1	HR	duct & Disc	Provide the facility to record key stages and outcomes of Disciplinary investigations ( dates of investigation, whether Disciplinary hearing required, its purpose, letters, invitation to meeting, date/outcome of Disciplinary hearing, duration of any penalty awarded or suspension including date and duration with pay or unpaid etc)	Min
BR_HRP_5216	1	HR	duct & Disc	Enable alerts for performance review dates for disciplinary investigations	Min
BR_HRP_5217	1	HR	duct & Disc	Provide facility to enable the awarding of penalties specified in line with Department policy	Min
BR_HRP_5218	1	HR	duct & Disc	Allow employees to see appropriately restricted sanction information recorded on the HCM system e.g. share summary notes of an investigation, but not the full detailed notes of disciplinary meeting, disciplinary warning etc	Min
BR_HRP_5219	1	HR	duct & Disc	Ensure sanctions recorded have an expiry date set within the HCM system and are editable only by the relevant HR specialist team supporting the management of the case	Min
BR_HRP_5220	1	HR	duct & Disc	Allow HR specialist team to be able to view and access all cases related to the employee with the status, sanctions applied and any decisions given to enable them to review	Min
BR_HRP_5221	1	HR	duct & Disc	Ensure that key HR specialist contacts are clearly signposted on portal pages outlining casework policies and information	Min

BR_HRP_5222	1	HR	duct & Disc	Provide Case Management functionality to enable raising and managing cases of grievance, disciplinary, whistleblowing (related to Civil Service values, as outlined in Civil Service Code) and employee complaints.	Min
BR_HRP_5223	1	HR	duct & Disc	Provide relevant Case Management system statuses to be used to appropriately manage the case throughout all of its stages	Min
BR_HRP_5224	1	HR	duct & Disc	Issue required documentation using predefined standard templates (e.g. disciplinary letter, appeal checklist, appeal outcome letters)	Min
BR_HRP_5225	1	HR	duct & Disc	Provide facility to enable complete file deletion after predefined periods (where applicable), with the ability to turn this on or off on a case-by-case basis	Min
BR_HRP_5226	1	HR	duct & Disc	Provide a facility to enable upload of all investigation & appeal notes (Manager Self-Service enabled) as attachments	Min
BR_HRP_5227	1	HR	duct & Disc	Provide a facility to track and report on the status of investigations / disciplinary hearings / appeals	Min
BR_HRP_5228	1	HR	duct & Disc	Ensure when an employee or manager consults a policy related to a sensitive issue, it triggers an automatic alert with a suggestion to contact the HR team for support, including relevant contact details	Min
BR_HRP_5229	1	HR	duct & Disc	Provide a facility to record key stages and outcomes of attendance management action	Min

BR_HRP_5230	1	HR	duct & Disc	Provide a facility to manage approvals and appointments relating to political activity or potential conflicts of interest including NED appointments	Min
BR_HRP_5231	1	HR	duct & Disc	Ensure HRBPs are able to access reports related to sanctions given for their relevant teams/organisations directly within the HCM system	Min
BR_HRP_5232	1	HR	duct & Disc	Allow the HR specialist team to be able to view the status of all sensitive cases by running a report/analytics (e.g. CMS)	Min
BR_HRP_5233	1	HR	duct & Disc	Provide a facility to record key stages of the appeal (dates, invitation letter for an appeal) and outcomes of appeals (disciplinary, redundancy, etc.), including the uploading of related notes documentation	Min
BR_HRP_5234	1	HR	duct & Disc	Enable the employee to raise an appeal of the penalty award against the Disciplinary warning issued (date of appeal, reason for appeal)	Min
BR_HRP_5236	1	HR	duct & Disc	Enable prompts and notifications in the system (e.g. confirm a meeting, outcome and send an invitation letter)	Min
BR_HRP_5237	1	HR	duct & Disc	Enable an employee's referring manager to request mediation within the Service System	Min
BR_HRP_5238	1	HR	duct & Disc	Enable the referring manager to generate and issue letters to relevant parties (e.g. invitation letter) within the service system	Min
BR_HRP_5239	1	HR	duct & Disc	Enable the mediator to record the date of the mediation and outcome within the Service System	Min

BR_HRP_5240	1	HR	Duct & Disc	Provide the ability to log details of Employment Tribunal claims	Min
BR_HRP_5241	1	HR	Duct & Disc	Provide the ability to record the reasons an Employment Tribunal claim was submitted (adding D&I protected characteristics)	Min
BR_HRP_5242	1	HR	Duct & Disc	Provide the ability to record Employment Tribunal outcomes ( won / lost / settled - costs accrued) within the Service System	Min
BR_HRP_5243	1	HR	Duct & Disc	Provide the ability to log details of Early Conciliation submissions (ACAS)	Min
BR_HRP_5244	1	HR	Duct & Disc	Provide the ability to record Early Conciliations outcomes within the Service System	Min
BR_HRP_5246	1	HR	Duct & Disc	Provide employees the ability to report whistleblowing confidentiality using self-service	Min
BR_HRP_5247	1	HR	Duct & Disc	Provide a facility to manage formal whistleblowing process including all aspects from reporting an issue / raising concern through formal reviews	Min
BR_HRP_5248	3	HR	Payroll	Enable new employees joining departments (e.g. GCO) to apply for mid-month advances of pay for the maximum months of employment in line with department policy	Min
BR_HRP_5249	3	HR	Payroll	Enable line managers to request and approve pay advance requests via Self-Service	Min
BR_HRP_5250	3	HR	Payroll	Request cessation of allowances and for payroll to be automatically updated	Min
BR_HRP_5251	3	HR	Payroll	Default a mandated end date for temporary duties with notification of 60 days before end date	Min

BR_HRP_5252	3	HR	Payroll	Recognise that allowances can be pensionable but non-consolidated	Min
BR_HRP_5253	3	HR	Payroll	Provide on call and standby payments to eligible employees (claimed as a daily amount)	Min
BR_HRP_5254	3	HR	Payroll	Prorate on call and standby payments to eligible employees (claimed as a daily amount)	Min
BR_HRP_5255	3	HR	Payroll	Maintain on call and standby allowance amounts in line with any annual increase or renegotiation	Min
BR_HRP_5256	3	HR	Payroll	Prevent recruitment and retention allowances being paid to SCS grade employees	Min
BR_HRP_5257	3	HR	Payroll	Ensure payment of finance allowances to eligible employees	Min
BR_HRP_5258	3	HR	Payroll	Allow earnings to be pensionable and non-pensionable as defined within detailed design	Min
BR_HRP_5259	3	HR	Payroll	Correctly process and pay elements in line with payroll periodicity	Min
BR_HRP_5260	3	HR	Payroll	Allow earnings and deductions to be configured with eligibility parameters, to be defined through detailed design	Min
BR_HRP_5261	3	HR	Payroll	Enable recovery of employee overpayments from final salary reducing outstanding balances, and notify employee and line manager of recovery values	Min
BR_HRP_5262	3	HR	Payroll	Offset negative net pay to produce zero payment where overpayment recovery exceeds final employee payment. Produce notification on exception report for off system collection of balance	Min
BR_HRP_5263	3	HR	Payroll	Enable participants in the childcare voucher scheme as of 24th Sept 2018 to continue	Min

BR_HRP_5264	3	HR	Payroll	Enable specialist roles to initiate a corporate recognition scheme payment to SCS grade employees and Payroll to be automatically updated	Min
BR_HRP_5265	3	HR	Payroll	Award corporate recognition scheme payments to eligible SCS employees	Min
BR_HRP_5266	3	HR	Payroll	Treat all SCS and CS grade GCO department employees (regardless of which set of terms and conditions they are on) as eligible to receive a Corporate Recognition Scheme payment	Min
BR_HRP_5267	3	HR	Payroll	Allow taxable benefits and Expenses to process via Payroll to record and report on tax due for P11 requirements	Min
BR_HRP_5268	3	HR	Payroll	Enable Line Managers to submit exceptional bonus payment nominations for eligible employees with approval paths determined according to policy rules	Min
BR_HRP_5269	3	HR	Payroll	Provide functionality to create pay awards, uplifts and bonuses through compensation in line with departments eligibility criteria. This should update in line with effective date and pay any retro payments via payroll	Min
BR_HRP_5270	3	HR	Payroll	Automatically calculate and implement loan and advance repayments over a 12 Month period	Min
BR_HRP_5271	3	HR	Payroll	Enable Payroll specialist to be able to adjust the loan/advance repayment period duration	Min
BR_HRP_5272	3	HR	Payroll	Automatically cease repayment deductions when an employee is in receipt of nil or half pay (sickness)	Min

BR_HRP_5273	3	HR	Payroll	Ensure when applying pay increases, apply them to base salary and reduce Mark Time Pay accordingly	Min
BR_HRP_5274	3	HR	Payroll	Automatically remove the Mark Time Pay when pay awards lift base pay above the Mark Time Pay	Min
BR_HRP_5275	3	HR	Payroll	Ensure Mark Time Pay is not treated as reckonable for overtime	Min
BR_HRP_5276	3	HR	Payroll	Ensure Mark Time Pay is included in the average pay calculation for statutory maternity/paternity/adoption pay	Min
BR_HRP_5277	3	HR	Payroll	Enable employees and managers, to confirm that they have returned from a period of long term leave, and for payroll to be automatically update	Min
BR_HRP_5278	3	HR	Payroll	Pay the correct statutory and occupational parental pay to eligible employees in line with departmental parental leave policies, allowing for multiple terms and conditions based on employee entitlements	Min
BR_HRP_5279	3	HR	Payroll	Automatically recover maternity pay if an employee resigns and does not return from maternity leave, in line with departmental policy	Min
BR_HRP_5280	3	HR	Payroll	Enable employees to edit and resubmit claims for overtime, travelling time and excess hours that have previously been rejected by the line manager	Min
BR_HRP_5281	3	HR	Payroll	Enable employees to save and return to claims for overtime, travelling time and excess hours that have not yet been submitted	Min
BR_HRP_5282	3	HR	Payroll	Notify the employee when a claim for overtime, travelling time and excess hours has been approved or rejected	Min



BR_HRP_5283	3	HR	Payroll	Pay approved overtime at the appropriate multiplier of hourly rates (for example time and a half, time and three quarters) per pay grade in line with Department policy	Min
BR_HRP_5284	3	HR	Payroll	Enable line managers to review and approve or reject (with comments) claims for overtime, travelling time, and excess hours. For approvals, payroll to be updated automatically	Min
BR_HRP_5285	3	HR	Payroll	Enable employees to claim for overtime, travelling time and excess hours via Self-Service	Min
BR_HRP_5286	3	HR	Payroll	Allow rate tables to be associated to appropriate overtime elements as defined by departmental terms and conditions	Min
BR_HRP_5287	3	HR	Payroll	Enable Band A staff in department (including GCO) to claim for a discretionary payment in line with department excess hours policy rules	Min
BR_HRP_5288	3	HR	Payroll	Calculate and produce P60's accessible via Self-Service	Min
BR_HRP_5289	3	HR	Payroll	Calculate and reclaim Authority paternity pay if the employee does not return to work after a period of paternity leave (leaves the organisation).	Min
BR_HRP_5290	3	HR	Payroll	Apply a flat % increase to employees whose pay is above the maximum for their pay band	Min
BR_HRP_5291	3	HR	Payroll	Define whether all or part of a pay award is pensionable or non-pensionable	Min

BR_HRP_5292	3	HR	Payroll	Enable employee to maintain via Self-Service one personal bank account to which salary and expenses can be paid, and for payroll to be automatically updated	Min
BR_HRP_5293	3	HR	Payroll	Enable employees to clearly see payments in respect of overtime, travelling time and excess hours on the payslip	Min
BR_HRP_5294	3	HR	Payroll	Allow amount and percentages to be deducted as part of Ee's and Ers Pension contributions across all pensions as defined by departments	Min
BR_HRP_5295	3	HR	Payroll	Apply performance pay award when initiated by specialist role	Min
BR_HRP_5296	3	HR	Payroll	Enable specialist roles to initiate a non-pensionable pivotal role allowance to SCS grade employees and for payroll to be automatically updated	Min
BR_HRP_5297	3	HR	Payroll	Pay pivotal role allowance to eligible SCS grade employees	Min
BR_HRP_5298	3	HR	Payroll	Auto calculate and apply the best of the difference between the employee substantive salary and the minimum of the new range in line with department policy of their existing salary	Min
BR_HRP_5299	3	HR	Payroll	Support payroll governance and auditing with reports	Min
BR_HRP_5300	3	HR	Payroll	Calculate, pay and record sick in line with full pay and half pay departmental entitlements within a rolling 12-month period, subject to a maximum of 12 months sick pay in a rolling 4-year period. And stop payment when entitlement to full and half pay has been exhausted.	Min

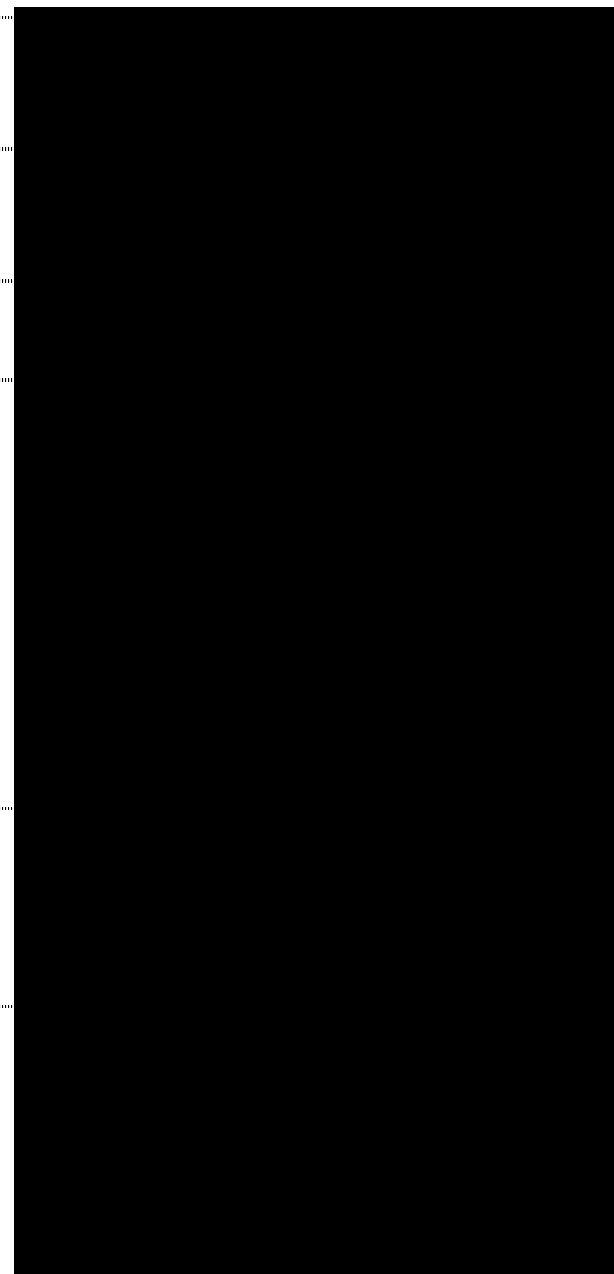
BR_HRP_5301	3	HR	Payroll	Prorate paid sickness entitlements for part time employees	Min
BR_HRP_5302	3	HR	Payroll	Pause allowances automatically if a period of unpaid special leave exceeds agreed maximum (e.g. 6 weeks)	Min
BR_HRP_5303	3	HR	Payroll	Pay approved travelling time at the appropriate multiplier of hourly rates (for example time and a half, time and three quarters) per pay grade in line with policy requirements	Min
BR_HRP_5304	3	HR	Payroll	Enable term time workers to choose to receive their salary over 12 equal instalments, or just in term time	Min
BR_HRP_5305	3	HR	Payroll	Calculate required salary and allowances for part timers using the formula contained in the policy	Min
BR_HRP_5306	3	HR	Payroll	Enable employees and authorised users to view their payroll advance balance via Self-Service	Min
BR_HRP_5307	3	HR	Payroll	Validate pay advance requests raised by employees against eligibility criteria contained in policy	Min
BR_HRP_5308	3	HR	Payroll	Aggregate all loans received by an employee in a year and recognise that loans in excess of £10k are liable for tax	Min
BR_HRP_5309	3	HR	Payroll	Enable the maintenance/update of value of allowances in line with policy changes	Min
BR_HRP_5310	3	HR	Payroll	Prevent staff on Short Term Fixed Appointments from receiving pay on temporary duties allowance	Min
BR_HRP_5311	3	HR	Payroll	Restrict payment of shift distribution allowances to eligible grades	Min
BR_HRP_5312	3	HR	Payroll	Enable configuration of variable Tax and NIC deductions for allowances according to legislation and policy	Min

BR_HRP_5314	3	HR	Payroll	Enable salary sacrifice deductions to be set up by periodicity of payroll	Min
BR_HRP_5316	3	HR	Payroll	Enable employees to upload proof of purchase for loan and advances via Self-Service within agreed Department policy (e.g. 45 days)	Min
BR_HRP_5317	3	HR	Payroll	Enable and prompt line managers to approve proof of purchase for loan and advances via Self-Service within agreed Department policy (e.g. 45 days)	Min
BR_HRP_5319	3	HR	Payroll	Enable Mark Time Pay to be listed separately on payslips	Min
BR_HRP_5320	3	HR	Payroll	Enable Mark Time pay for redeployment downgrade for a period of time	Min
BR_HRP_5321	3	HR	Payroll	Ensure Mark Time Pay is awarded and calculated in accordance with policy rules	Min
BR_HRP_5322	3	HR	Payroll	Enable line managers to authorise overtime working where required by departmental policy	Min
BR_HRP_5324	3	HR	Payroll	Calculate and produce P11D's for employees, accessible via Self-Service	Min
BR_HRP_5325	3	HR	Payroll	Enable employees to access their P60 via Self-Service	Min
BR_HRP_5328	3	HR	Payroll	Support the payment of SPL in accordance with the Department policy	Min
BR_HRP_5329	3	HR	Payroll	Produce and process all PAYE settlement agreements to HMRC	Min

BR_HRP_5330	3	HR	Payroll	Automatically calculate the correct involuntary deduction value in line with the particular third party order i.e. AEO	Min
BR_HRP_5331	3	HR	Payroll	Enable the correct calculation of legislative holiday pay including periods of 0 gross up to 24 months	Min
BR_HRP_5332	3	HR	Payroll	Provide the ability to calculate ill health salary protection	Min
BR_HRP_5333	3	HR	Payroll	Provide the ability to pay fees and expenses via payroll	Min
BR_HRP_5334	3	HR	Payroll	Administer and process leave types for full, half, unpaid occupational and statutory pay. (Different service conditions and periods according to departmental t&cs to be defined at detailed design)	Min
BR_HRP_5335	3	HR	Payroll	Administer and adhere to auto-enrolment legislation for all pension providers	Min
BR_HRP_5337	3	HR	Payroll	Produce a payroll report for the purpose of creating a granular breakdown of cost transactions at an employee level, if there are discrepancies between payroll and GL	Min
BR_HRP_5338	3	HR	Payroll	Produce a payroll report for the purpose of enabling a reconciliation of the costing file prior to posting to GL	Min
BR_HRP_5339	3	HR	Payroll	Produce a payroll report for the purpose of making various data checks by exception e.g. missing NI category or missing tax code, net pay checks	Min

BR_HRP_5340	3	HR	Payroll	Produce a payroll report for the purpose of providing information, warning and error messages following a payroll run to enable investigation and corrective action	Min
BR_HRP_5349	3	HR	Payroll	Produce a payroll report for the purpose of advising manager/employee of an overpayment	Min
BR_HRP_5354	3	HR	Payroll	Enable employees in receipt of temporary duties allowance to receive pay awards in line with their substantive pay	Min
BR_HRP_5355	3	HR	Payroll	Enable employees in receipt of temporary duties allowance to receive overtime pay at their substantive pay level if they are eligible to receive it	Min
BR_HRP_5356	3	HR	Payroll	Support dynamic pay award modelling & scenario planning using real time data	Min
BR_HRP_5357	3	HR	Payroll	Provide functionality to adhere to payroll policies	Min
BR_HRP_5358	3	HR	Payroll	Be able to systematically subject proposed pay-impacting changes to business rules/policy e.g. should not be possible to update somebody's salary out of policy	Min
BR_HRP_5359	3	HR	Payroll	Provide the ability to mass upload both recurring and non-recurring elements via multiple approaches e.g. spreadsheet upload of multiple data types such as timesheet data, variable payments (allowances, bonus, commission, overtime)	Min
BR_HRP_5360	3	HR	Payroll	Be able to provide payroll forecasting capability and scenario modelling using user defined criteria	Min

BR_HRP_5361	3	HR	Payroll	Configure mandatory fields for the purpose of 3rd party data reporting e.g. pension reporting and FPS submissions	Min
BR_HRP_5362	3	HR	Payroll	Have an automatic process within system to pull down current tax code changes and update employee records	Min
BR_HRP_5363	3	HR	Payroll	Provide the ability to comply with GDPR requirements for terminated employees	Min
BR_HRP_5364	3	HR	Payroll	Provide the ability to capture and view in real-time current and historic balances (earning and before deduction) at both organisation and employee level: - Period-to-date - Quarter-to-date - Year-to-date - Calendar-year-to-date - Fiscal-year-to-date (General Ledger) - Inception-to-date information for deduction codes.	Min
BR_HRP_5365	3	HR	Payroll	Provide the ability to make deductions by: - Percent of earnings - Fixed amounts - Specific earnings types - Variable &/or temporary amounts	Min
BR_HRP_5366	3	HR	Payroll	Provide the ability to configure user-defined deduction elements and processing, including voluntary and involuntary: - recurring and one-off deductions - reducing balances including automatic termination deduction (e.g. loan recovery)	Min



				- control priority of deductions (statutory vs voluntary) - priority and scheduling deductions	
BR_HRP_5367	3	HR	Payroll	Provide the ability to make multiple pre-tax deductions	Min
BR_HRP_5368	3	HR	Payroll	Have the ability to support rate tables for deductions	Min
BR_HRP_5369	3	HR	Payroll	Have the ability to identify, prioritise, and automatically report a “deduction not taken” when net pay is too low	Min
BR_HRP_5370	3	HR	Payroll	Have the ability to calculate arrears deductions	Min
BR_HRP_5371	3	HR	Payroll	Provide the facility to recoup arrears in full, partial or other amounts	Min
BR_HRP_5372	3	HR	Payroll	Provide facility to make one time overrides of a deduction and refunds of a previous deduction	Min
BR_HRP_5373	3	HR	Payroll	Have the ability to prioritise deductions(e.g. court orders).	Min
BR_HRP_5374	3	HR	Payroll	Enable deduction start / stop dates to be recorded and utilised	Min
BR_HRP_5375	3	HR	Payroll	Provide the ability to calculate/ maintain the following types of employer and/or employee pension contributions: * Regular * Matching * AVCs * Protected Rights	Min
BR_HRP_5376	3	HR	Payroll	Enable employer and employee contributions accumulated to be stored at the employee level and provide the ability to view these online	Min
BR_HRP_5377	3	HR	Payroll	Provide the ability to calculate and process employer-paid deductions or benefits during pay cycles in which the employee is not paid	Min



BR_HRP_5378	3	HR	Payroll	Enable update of benefit deductions – due to changes such as age and salary – on a periodic basis, such as monthly	Min
BR_HRP_5379	3	HR	Payroll	Provide the ability to make retrospective deductions and retrospective payments for rate changes (including the ability to override any changes to pay)	Min
BR_HRP_5380	3	HR	Payroll	Provide facility to calculate statutory deductions, child support, and bankruptcy deductions and processing etc	Min
BR_HRP_5381	3	HR	Payroll	Support statutory deduction rules and update the system details.	Min
BR_HRP_5382	3	HR	Payroll	Enable mass upload deductions	Min
BR_HRP_5383	3	HR	Payroll	Provide the ability to refund deductions e.g. child care vouchers when on nil pay	Min
BR_HRP_5384	3	HR	Payroll	Enable tracking of overpayment repayments when a person is a leaver	Min
BR_HRP_5385	3	HR	Payroll	Provide the ability to calculate wages (e.g., flat amounts, hours, etc. YTD earnings below zero including any negative earnings)	Min
BR_HRP_5386	3	HR	Payroll	Provide facility to calculate retrospective pay automatically on all wages (e.g. salary, overtime, permanent allowances, etc.)	Min
BR_HRP_5387	3	HR	Payroll	Provide the ability to highlight London codes with available reward and benefit schemes and allow for application of specific payments in accordance with policy	Min

BR_HRP_5388	3	HR	Payroll	Enable special tax calculations on earning codes (e.g., non-qualified deferred compensation, taxable, non-taxable, reportable and non-reportable)	Min
BR_HRP_5389	3	HR	Payroll	Have the ability to provide line managers/budget holders/business owners access to payroll/earnings data for the teams/budget that they manage providing a view of compliance in real time and over selected periods e.g. monthly, quarterly and fiscally	Min
BR_HRP_5390	3	HR	Payroll	Enable access to employee's complete payroll history (inceptions to date, including historical data)	Min
BR_HRP_5391	3	HR	Payroll	Provide the ability to rectify incorrect payslips including the effect on year-to-date earnings, quarter-to-date earnings, General Ledger interface, historical figures, etc. with an audit trail of any changes	Min
BR_HRP_5392	3	HR	Payroll	Provide employees with total reward statements including a view of both employee (including salary sacrifice) and employer contributions	Min
BR_HRP_5393	3	HR	Payroll	Provide the ability to input a general ledger identity code on the pay code set up	Min
BR_HRP_5394	3	HR	Payroll	Provide the ability to pay advances and automatic payback of the advance	Min
BR_HRP_5395	3	HR	Payroll	Provide the ability to gross up elements of pay	Min
BR_HRP_5396	3	HR	Payroll	Provide the ability to pay advances through payroll or not through payroll e.g. for overseas account	Min
BR_HRP_5397	3	HR	Payroll	Validate P45 to an agreed tolerance (10p tolerance)	Min

BR_HRP_5398	3	HR	Payroll	Automatically calculate FTE for each employee and use it in payroll and proration calculations	Min
BR_HRP_5399	3	HR	Payroll	Provide the ability to make consolidated third-party payments directly from payroll	Min
BR_HRP_5400	3	HR	Payroll	Interface with a range of standard payroll support software products e.g. BACS	Min
BR_HRP_5401	3	HR	Payroll	Generate actionable interface error logs from payroll inbound/outbound interfaces	Min
BR_HRP_5402	3	HR	Payroll	Have the ability to rollback payroll processes in real-time and mid-cycle at a payroll and individual level	Min
BR_HRP_5403	3	HR	Payroll	Have the ability to retry payroll processes in real-time and mid-cycle at a payroll and individual level	Min
BR_HRP_5404	3	HR	Payroll	Provide the ability to schedule payroll processing	Min
BR_HRP_5405	3	HR	Payroll	Provide the ability to report on period and YTD figures in real time	Min
BR_HRP_5406	3	HR	Payroll	Provide the ability to produce outbound BACS interface data based on agreed specifications, ideally without the need for third party software	Min
BR_HRP_5407	3	HR	Payroll	Have the ability to provide HMRC compliant outbound RTI interface data	Min
BR_HRP_5408	3	HR	Payroll	Produce outbound pension interface data based on multiple agreed specifications and manage any errors generated (including JSS, MyCSP). These should be fully compatible with the pension scheme interface in order to remove the need for manual interventions and requirement for error resolutions	Min

BR_HRP_5410	3	HR	Payroll	Provide the ability to pay whole payrolls or elements of payrolls at different frequencies e.g. quarterly, self-defined yearly for pensioners etc	Min
BR_HRP_5411	3	HR	Payroll	Provide the ability to reconcile BACs payments with RTI submissions	Min
BR_HRP_5412	3	HR	Payroll	Provide the ability to configure aspects of the payslip as required by departments, and enable different formats to account for accessibility	Min
BR_HRP_5413	3	HR	Payroll	Have the ability to simulate payroll runs and payslips at an individual and group level to enable validation and make necessary corrections prior to actual payroll runs	Min
BR_HRP_5414	3	HR	Payroll	Run payroll processes for subsets of the population e.g. payslips	Min
BR_HRP_5415	3	HR	Payroll	Record and pay taxable expenses in accordance with organisational rules or policy	Min
BR_HRP_5416	3	HR	Payroll	Provide the ability to easily incorporate any new or additional statutory requirements/policies into the system	Min
BR_HRP_5417	3	HR	Payroll	Provide the ability to pay or deduct any payroll elements and apply statutory rules post-termination of an employee	Min
BR_HRP_5418	3	HR	Payroll	Provide the ability to add an end date to terminated employee deductions to avoid automatic deductions being processed in a rehire scenario	Min
BR_HRP_5419	3	HR	Payroll	Provide the ability to manage annual leave balance payments / deductions when an employee has a future dated end date and enable override where necessary	Min
BR_HRP_5420	3	HR	Payroll	Provide facility to control the P45 print batch content	Min

BR_HRP_5421	3	HR	Payroll	Automatically calculate prorated payments for an employee beginning or terminating in the middle of a cycle	Min
BR_HRP_5422	3	HR	Payroll	Calculate and record compensation payments made for Voluntary Exit (VE), Voluntary Redundancy (VR), Compulsory Redundancy (CR) and efficiency departures	Min
BR_HRP_5423	3	HR	Payroll	Provide the ability to manage multiple PAYE references, including multiple references within a single organisation	Min
BR_HRP_5424	3	HR	Payroll	Hold one set of bank account details used for all user payments i.e. Salary, Expenses	Min
BR_HRP_5425	3	HR	Payroll	Provide the ability to run multiple payrolls with the different period start & or end date	Min
BR_HRP_5426	3	HR	Payroll	<p>Provide the ability to make and identify off-cycle pay processing including:</p> <ul style="list-style-type: none"> <li>- Where data needs to be input manual to make the payment</li> <li>- As a result of off-cycle changes the appropriate checks are carried out to ensure system payroll synchronisation.</li> <li>- Users have the ability to run adhoc checks via reporting or other functionality to ensure synchronisation.</li> </ul>	Min
BR_HRP_5427	3	HR	Payroll	Provide the ability to make mid-cycle pay processing to update in the GL and immediately generate a payslip	Min

BR_HRP_5428	3	HR	Payroll	Provide the ability for payments that are processed mid-cycle to be automatically maintained in the system for tax reporting	Min
BR_HRP_5429	3	HR	Payroll	Apply a specific payment date other than a scheduled payroll for mid-cycle payments	Min
BR_HRP_5430	3	HR	Payroll	Provide the ability to calculate the earnings and deductions with validation of all amounts based on statutory or business rules	Min
BR_HRP_5431	3	HR	Payroll	Provide the ability to override calculations (make adjustments) to all types of payroll	Min
BR_HRP_5432	3	HR	Payroll	Have full system functionality available to the user when running a supplementary run	Min
BR_HRP_5433	3	HR	Payroll	Provide facility for supplementary runs to update YTD and G/L figures	Min
BR_HRP_5434	3	HR	Payroll	Have the ability to accurately track and report on the under and overpayment process and actions	Min
BR_HRP_5435	3	HR	Payroll	Put controls in place where limits are met and flag or notify relevant parties	Min
BR_HRP_5436	3	HR	Payroll	Enable tracking of data errors and omissions	Min
BR_HRP_5438	3	HR	Payroll	Report on the data produced by each payroll process at a payroll and individual level e.g. GL analysis file, payroll control report, retrospective payments	Min
BR_HRP_5439	3	HR	Payroll	Provide the ability to design and generate payroll specific reports	Min
BR_HRP_5440	3	HR	Payroll	Provide payroll reporting and analytics to support validation and checking processes	Min
BR_HRP_5441	3	HR	Payroll	Provide the ability to make year-end adjustments where necessary e.g. NI	Min

BR_HRP_5442	3	HR	Payroll	Provide the ability to capture dual location and manage tax implications based on HMRC rules. Manage reimbursements based on these	Min
BR_HRP_5443	3	HR	Payroll	Produce P60 information to individuals electronically to all compliant versions specified by HMRC	Min
BR_HRP_5444	3	HR	Payroll	Have tax year-end processing functionality	Min
BR_HRP_5445	3	HR	Payroll	Provide the ability for user defined year end reporting cap	Min
BR_HRP_5446	3	HR	Payroll	Provide the ability to handle P11D and benefit in kind requirements	Min
BR_HRP_5447	3	HR	Payroll	Be able to interface (import/export) with third party solutions	Min
BR_HRP_5448	3	HR	Payroll	Calculate various taxable benefit in kind figures	Min
BR_HRP_5449	3	HR	Payroll	Have automatic links to the Inland Revenue to upload P46 and P11D information	Min
BR_HRP_5450	3	HR	Payroll	Provide an EDI connection to HMRC for P14, P45, P6, P9, P46, P11D and all other statutory reporting purposes	Min

BR_HRP_5451	3	HR	Payroll	Be able to record payroll costs at all levels of the organisation, payroll, programme, job and payment/deduction. (I.e. employee working on a project as overtime – costed at one rate, regular overtime costed at another)	Min
BR_HRP_5452	3	HR	Payroll	Provide the ability to create journal entries by section and/or department for specified General Ledger accounts and taxes	Min
BR_HRP_5453	3	HR	Payroll	Provide the ability to automatically direct earnings, deductions, and taxes to the proper accounts for all system and mid-cycle figures, with provision for accounts to be changed and overridden	Min
BR_HRP_5454	3	HR	Payroll	Provide the ability for YTD manual employee adjustments to be updated to the General Ledger	Min
BR_HRP_5455	3	HR	Payroll	Provide the ability to create interfaces to other systems and easily import information from other systems (GL, Accounts Payables, etc.)	Min
BR_HRP_5456	3	HR	Payroll	Provide the ability for a regular pay run (which hits the G/L) and a bonus pay run (which hits the P/L) to be run in the same month	Min
BR_HRP_5457	3	HR	Payroll	Support accruals and provide the ability to specify the data to be accrued	Min
BR_HRP_5458	3	HR	Payroll	Automate the calculation of accruals (and associated cost information, such as cross-charges)	Min
BR_HRP_5459	3	HR	Payroll	Provide bank reconciliation for each period and allow the bank reconciliation	Min



BR_HRP_5460	3	HR	Payroll	Provide the ability to automatically split and distribute employee earnings to multiple cost centre accounts on a permanent or temporary basis	Min
BR_HRP_5461	3	HR	Payroll	Provide the ability to reverse individual gross to net payroll processes after period close by posting costs to current period	Min
BR_HRP_5462	3	HR	Payroll	Provide the ability to apply costing cross-validation rules across HR, Payroll and Finance , at point of entry	Min
BR_HRP_5463	3	HR	Payroll	Be able to interface with the Insolvency Service's finance system	Min
BR_HRP_5464	3	HR	Payroll	Be able to calculate and include overtime pay with holiday pay, where appropriate, including retrospectively	Min
BR_HRP_5465	1	HR	Health & V	Provide audit functionality so that changes to all records can be monitored	Min
BR_HRP_5466	1	HR	Health & V	Have the ability to record absence data and accept request for all types of absence leave (paid or unpaid) via Self-Service (including mobile devices) at all times (24/7)	Min
BR_HRP_5467	1	HR	Health & V	Have the ability to record of all statutory and Occupational Absence types via Self-Service in line with current and future known legislation	Min
BR_HRP_5468	1	HR	Health & V	Enable a line manager to review and approve/reject all types of absence leave requests (paid or unpaid) with comments via workflow	Min
BR_HRP_5469	1	HR	Health & V	Allow users to view all types of absence leave requests made, approved, rejected and balances remaining (where applicable) in line with the Department policy	Min

BR_HRP_5470	1	HR	Health & V	Apply policy validation to all leave requests types (insufficient balance, allowance, ineligible for leave type) and warn employee or prevent submission (as per the Department policy)	Min
BR_HRP_5471	1	HR	Health & V	Ensure the approval of the leave of absence sends an automated notification to the initiator of the outcome	Min
BR_HRP_5474	1	HR	Health & V	Ensure that all parties receive automated notifications/reminders to ensure an activity is fulfilled	Min
BR_HRP_5475	1	HR	Health & V	Provide automated integrations to ensure the feeding of relevant absence data to downstream systems and processes (e.g. payroll, benefits)	Min
BR_HRP_5476	1	HR	Health & V	Have the ability to calculate the missing years' worth of pay awards for employees who had a career break, in order to bring them up to date on the same pay grade	Min
BR_HRP_5477	1	HR	Health & V	Have the ability to pro-rata annual leave to prevent an employee from applying for more than half allowance during probation period (apply discretion in exceptional circumstances)	Min
BR_HRP_5478	1	HR	Health & V	Ensure start date for employee leave year is in line with the Department policy (e.g. 1st of April)	Min
BR_HRP_5479	1	HR	Health & V	Ensure a mother has taken the number of weeks allowed (in line with the Department policy) of maternity leave before ShPL can begin and maternity leave/pay can be ended	Min

BR_HRP_5480	1	HR	Health & V	Have the ability to prompt a father or partner to take statutory or the Department paternity leave prior to commencing ShPL	Min
BR_HRP_5481	1	HR	Health & V	Enable eligible employees to take the weeks of leave allowed for each child that has died, or for each baby that has been stillborn	Min
BR_HRP_5482	1	HR	Health & V	Enable line managers to submit requests for all types of absence leave on behalf of employees (including bereavement, ShPL, sickness) and for payroll to be updated automatically	Min
BR_HRP_5483	1	HR	Health & V	Enable employees to take parental bereavement leave within a set number of weeks of death of a child or stillbirth in line with their Department policy	Min
BR_HRP_5484	1	HR	Health & V	Ensure eligible employees are paid occupational parental bereavement pay	Min
BR_HRP_5485	1	HR	Health & V	Prevent absence leave (e.g. parental bereavement leave) being taken at the same time as another form of absence leave (e.g. maternity/paternity)	Min
BR_HRP_5486	1	HR	Health & V	Provide facility to record and update part-time return to work pattern on medical grounds	Min
BR_HRP_5487	1	HR	Health & V	Enable employees to submit an amendment or cancellation to all types of absence leave early with the approval of their line manager before it can be actioned	Min
BR_HRP_5488	1	HR	Health & V	Enable the line manager to cancel a previously approved leave request with leave allowances (where relevant) re-calculated accordingly	Min

BR_HRP_5489	1	HR	Health & V	Enable an employee to confirm or otherwise that they intend to return to work after required leave (in order to receive their Authority benefits, where applicable) and that they agree to pay back the benefit if they don't return to work (e.g. ShPL and maternity leave)	Min
BR_HRP_5491	1	HR	Health & V	Enable line manager to record KIT Days and SPLIT days for an employee linked to the period of statutory or absence leave (maternity/ paternity/ adoption / shared parental leave), in line with the Department policy and payment for KIT Days linked to payroll as per contract	Min
BR_HRP_5492	1	HR	Health & V	Allow the expected date of return from statutory or any absence leave (e.g. adoption, career break, maternity) to be altered, if the employee wishes to return early in line with Department policy	Min
BR_HRP_5493	1	HR	Health & V	Enable upload of a matching certificate for adoption leave	Min
BR_HRP_5494	1	HR	Health & V	Allow specialist users to view matching certificates uploaded for adoption leave in line with Department policy	Min
BR_HRP_5495	1	HR	Health & V	Prompt users at a defined point in time when a team member has not taken sufficient statutory annual leave in the year	Min
BR_HRP_5496	1	HR	Health & V	Have the capability to process holidays over multiple holiday years	Min
BR_HRP_5497	1	HR	Health & V	Support the carry-over of a number of days into the following year as per current annual leave policy of the Department	Min

BR_HRP_5498	1	HR	Health & V	Prompt the line manager to take action when all types of absence (including sickness) thresholds are met, accounting for any reasonable adjustments	Min
BR_HRP_5499	1	HR	Health & V	Display break down of holiday entitlement calculation to provide transparency to employee via Self-Service	Min
BR_HRP_5500	1	HR	Health & V	Permit an employee to anticipate a number of annual leave days from the next years entitlement and ensure line manager approval in line with Department policy	Min
BR_HRP_5501	1	HR	Health & V	Enable employees with the ability to request for annual leave balance to be paid (exceptional circumstances only) with the necessary approval	Min
BR_HRP_5502	1	HR	Health & V	Have the ability to hold different annual leave entitlement values for seconded or loaned employees into other Departments in the matrix cluster to enable them book annual leave via Self-Service	Min
BR_HRP_5503	1	HR	Health & V	Have the ability to calculate and display annual leave entitlement for workers who have transferred in via MOG changes	Min
BR_HRP_5504	1	HR	Health & V	Award eligible workers privilege days entitlement in line with their Department policy and for this to be displayed as a separate block of entitlement	Min
BR_HRP_5505	1	HR	Health & V	Display information on planned team absences to line managers, on the leave dates requested by employees, to aid the decision to approve or reject a leave request	Min

BR_HRP_5506	1	HR	Health & V	Display information to team members, showing their team availability when requesting for an annual leave, to aid with their booking	Min
BR_HRP_5507	1	HR	Health & V	Have the ability to reassign to a more senior manager to approve a leave, when it recognises that the line manager is on leave and a substitute has not been set-up	Min
BR_HRP_5508	1	HR	Health & V	Allow a line manager or countersigning manager or central services team the ability to change an unauthorised absence to be an authorised absence (paid) and for payroll to be automatically updated	Min
BR_HRP_5511	1	HR	Health & V	Provide the ability for a line manager to input a career break extension for an employee in line with Department policy, with the necessary approvals	Min
BR_HRP_5512	1	HR	Health & V	Enable a line manager to generate a Career Break Agreement when a career break is approved	Min
BR_HRP_5513	1	HR	Health & V	Automatically cease payment to an employee during career break	Min
BR_HRP_5514	1	HR	Health & V	Enable an employee to confirm their return from a period of a special leave for a line manager or central services team to approve	Min
BR_HRP_5515	1	HR	Health & V	Enable the employee to amend and resubmit a previously declined request in line with Department policy	Min
BR_HRP_5516	1	HR	Health & V	Provide the ability for a line manager to confirm an employee's return from a period of leave (including special leave, paternity leave, sickness), and for payroll to be automatically updated (where appropriate)	Min

BR_HRP_5517	1	HR	Health & V	Enable the line manager to review prior special leave absences for team members (via MSS, managers are to be able to view teams members absence history) in line with Authority policy	Min
BR_HRP_5518	1	HR	Health & V	Automatically update payroll with the paid/unpaid special leave	Min
BR_HRP_5519	1	HR	Health & V	Have the ability to escalate requests for periods of special leave in excess of required time per Department policy	Min
BR_HRP_5520	1	HR	Health & V	Have the ability to escalate requests from SCS grade employees for special leave periods in line with Authority policy	Min
BR_HRP_5521	1	HR	Health & V	Notify the employee when a request for all types of absence leave has been approved or rejected, and when resubmission is required	Min
BR_HRP_5522	1	HR	Health & V	Administer paid special leave as reckonable service	Min
BR_HRP_5523	1	HR	Health & V	Exclude some types of unpaid special leave as reckonable service	Min
BR_HRP_5524	1	HR	Health & V	Stop annual leave accrual during periods of unpaid special leave taking account of exceptions e.g. bereavement	Min
BR_HRP_5525	1	HR	Health & V	Provide the ability for employee to view individual requests and totals time off for trade union duties (via ESS users can view all absence records and filter by type and date period)	Min
BR_HRP_5526	1	HR	Health & V	Enable an employee to identify themselves as a reservist	Min

BR_HRP_5527	1	HR	Health & V	Provide the ability to upload a certificate of jury service upon the return from a period of special leave (jury service)	Min
BR_HRP_5528	1	HR	Health & V	Provide the ability for employees being compulsorily transferred to claim paid special leave to search for accommodation (in line with entitlement within their Department policy) with all the necessary approval	Min
BR_HRP_5529	1	HR	Health & V	Enable employees being compulsorily transferred to claim paid special leave to move accommodation (in line with entitlement within the their Department policy) with all the necessary approval	Min
BR_HRP_5530	1	HR	Health & V	Provide line manager with the ability to view individual requests and totals for time off for trade union duties	Min
BR_HRP_5531	1	HR	Health & V	Have the ability to pro-rata the special leave (volunteering) maximum thresholds for part-time workers automatically	Min
BR_HRP_5532	1	HR	Health & V	Support the monitoring of special leave maximums as set out in the special leave policies	Min
BR_HRP_5533	1	HR	Health & V	Tailor alerts to the employee at the point of request for special leave, if the request exceeds the policy maximums. Alert the line manager at the point of receipt if the request exceeds the policy maximums	Min



BR_HRP_5534	1	HR	Health & V	Enable recording of the start and expected end date of the leave of absence (including shared parental leave (ShPL)) in line with the Department policy and the necessary approvals	Min
BR_HRP_5535	1	HR	Health & V	Administer leave dates to feed directly through to the payroll solution to ensure the correct payment of leave is due	Min
BR_HRP_5536	1	HR	Health & V	Provide the ability to view ShPL as a cumulative figure and tally of leave taken	Min
BR_HRP_5537	1	HR	Health & V	Provide the ability to request and record instances of paid and unpaid leave, both short-term and long-term (e.g. career breaks, suspension) and the implications to pay, continuous service, pension and payroll	Min
BR_HRP_5538	1	HR	Health & V	Have the ability to make pay calculations as a result of reduced parental leave hours (in line with HR policy)	Min
BR_HRP_5539	1	HR	Health & V	Provide the ability to approve and track (with limits) parental leave reduced hours	Min
BR_HRP_5540	1	HR	Health & V	Provide the ability for absence time periods to instigate pay changes and issue letters and notifications (with relevant notifications and approvals where necessary) in response to absence type e.g. half pay, maternity pay	Min
BR_HRP_5542	1	HR	Health & V	Allow absence triggers to be changeable at Department level	Min

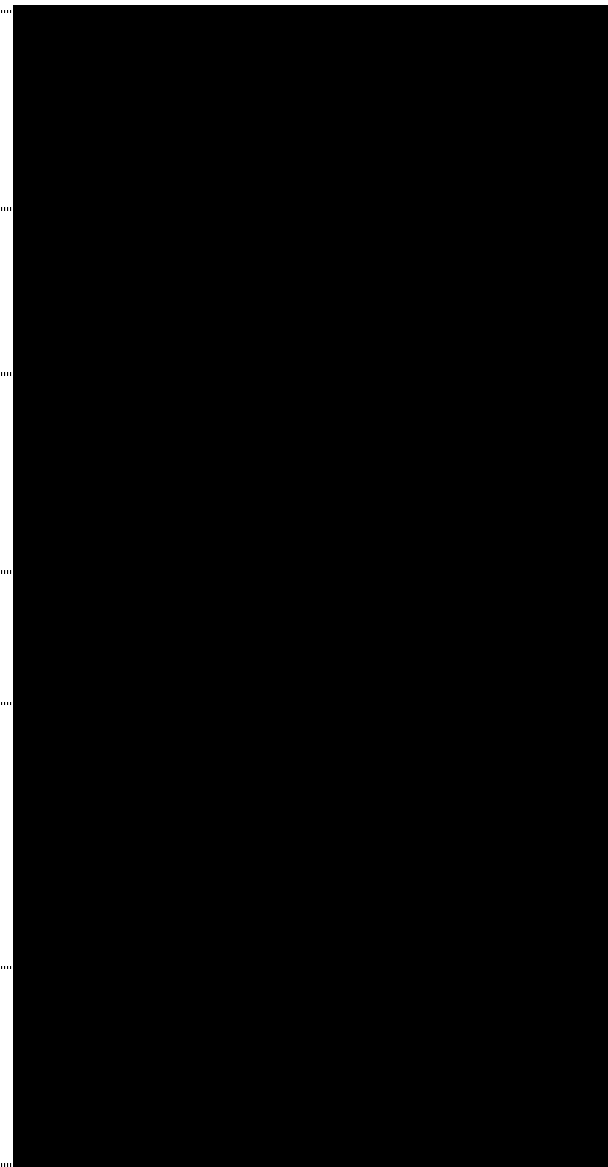
BR_HRP_5543	1	HR	Health & V	Enable the recognition of 'qualifying service' for the Department maternity pay (including paid service, ordinary or additional maternity or adoption leave, maternity/adoption support leave, shared parental leave and unpaid parental leave), but exclude unpaid special leave, sick pay at nil or pension rate and any periods of unauthorised absence other than time taking part in official industrial action. Qualifying service with another government Department will also be taken into account where there has been no break in service prior to joining the Department	Min
BR_HRP_5544	1	HR	Health & V	Treat paid statutory and the Department maternity leave as qualifying and reckonable employment for pension purposes	Min
BR_HRP_5545	1	HR	Health & V	Treat unpaid Statutory Maternity Leave as qualifying but not reckonable employment for pension purposes	Min
BR_HRP_5546	1	HR	Health & V	Recognise paid adoption leave as qualifying and reckonable	Min
BR_HRP_5547	1	HR	Health & V	Recognise unpaid adoption leave as qualifying but unreckonable	Min
BR_HRP_5548	1	HR	Health & V	Enable line manager to alter the statutory or their Department maternity leave start date (for example baby arrives early)	Min
BR_HRP_5549	1	HR	Health & V	Provide the ability to make a change to the desired start date of the statutory or Department paternity leave start date	Min

BR_HRP_5550	1	HR	Health & V	Enable an employee to confirm they have returned from statutory or paternity leave, in line with their Department policy, and payroll is automatically updated	Min
BR_HRP_5551	1	HR	Health & V	Notify the employee of their entitlement to statutory, the Department paternity leave, and paternity pay once a request has been received	Min
BR_HRP_5552	1	HR	Health & V	Calculate the statutory or Department paternity leave and pay entitlements pro-rata for part-time employees	Min
BR_HRP_5553	1	HR	Health & V	Recognise periods of Statutory Parental Leave as qualifying but not reckonable service for pension purposes	Min
BR_HRP_5554	1	HR	Health & V	Provide the ability to apply for paid time off to attend antenatal appointments (mother) and pre-adoption appointments in line with Department policy	Min
BR_HRP_5555	1	HR	Health & V	Allow an employee to take Statutory Parental Leave and share that leave (the paternity leave has to be taken before any ShPL is taken)	Min
BR_HRP_5556	1	HR	Health & V	Provide the ability for a line manager to approve/propose amendments to an employee's proposed dates for ShPL	Min
BR_HRP_5557	1	HR	Health & V	Ensure a line manager provides written reasons for refusal of a Statutory Parental Leave request within the agreed days of the rejection	Min

BR_HRP_5558	1	HR	Health & V	Enable a line manager to approve a request for a period of Statutory Parental Leave to be deleted and payroll automatically updated	Min
BR_HRP_5559	1	HR	Health & V	Enable a line manager to approve or reject a request to amend dates of Statutory Parental Leave that have already been approved and for payroll to be automatically updated (if approved)	Min
BR_HRP_5560	1	HR	Health & V	Conduct a basic check to establish whether an employee is eligible to apply for Statutory Parental Leave or the Department paternity leave	Min
BR_HRP_5561	1	HR	Health & V	Ensure that the maximum lifetime Statutory Parental Leave is not exceeded	Min
BR_HRP_5562	1	HR	Health & V	Calculate pro-rata entitlements for Statutory Parental Leave for part-time workers	Min
BR_HRP_5563	1	HR	Health & V	Notify the employee in writing through a service system generated communication of the change to statutory or the Department maternity leave dates in line with policy (when baby arrives early and line manager changes the date)	Min
BR_HRP_5564	1	HR	Health & V	Provide the ability for a line manager to enter and maintain a risk assessment for pregnant employees	Min
BR_HRP_5565	1	HR	Health & V	Enable annual leave entitlements to continue to accrue during statutory maternity and ShPL in line with Department leave policy	Min

BR_HRP_5566	1	HR	Health & V	Increase annual leave accruals with additional entitlement to compensate for public holiday or privilege days that occur during a period of statutory or the Department maternity leave in line with policy	Min
BR_HRP_5567	1	HR	Health & V	Exclude pregnancy related absences from sick half & nil pay calculations	Min
BR_HRP_5568	1	HR	Health & V	Automatically place an employee on Statutory Maternity Leave if they are absent through pregnancy related sickness on or after the fourth week before the baby is due in line with legislation and the Department policy	Min
BR_HRP_5569	1	HR	Health & V	Ask the employee to state when the baby is due (or expected date of adoption placement), the length of statutory leave or paternity leave being requested and the desired start date	Min
BR_HRP_5570	1	HR	Health & V	Enable the booking of unpaid special leave to attend up to the agreed antenatal appointments with their pregnant partner in line with the Authority policy	Min
BR_HRP_5571	1	HR	Health & V	Enable an employee to request Statutory Paternity Leave via Self-Service, and require them to take it in blocks of week (s) in line with their Department policy	Min
BR_HRP_5572	1	HR	Health & V	Require the employee to take statutory or paternity leave within agreed months of the birth in line with Department policy	Min

BR_HRP_5573	1	HR	Health & V	Administer different annual leave entitlement values for seconded or loaned employees into other Departments in the matrix cluster to enable them book annual leave via Self-Service	Min
BR_HRP_5574	1	HR	Health & V	Prevent an absent on unpaid leave (e.g. career break) employee from receiving paternity leave or pay (statutory and in line with Department policy)	Min
BR_HRP_5575	1	HR	Health & V	Provide the ability to upload a copy of the child's birth certificate/matching certificate to support an application for Shared Parental Leave in line with Department policy	Min
BR_HRP_5576	1	HR	Health & V	Enable employee to provide the name and address of their partner's employer when making a request for ShPL in line with Department policy	Min
BR_HRP_5577	1	HR	Health & V	Provide the ability for employee to record and line manager to approve or for line manager to record leave which is automatically approved up to agreed ShPL In touch (SPLIT) days per employee, and for these days to be fully paid (payroll automatically updated)	Min
BR_HRP_5578	1	HR	Health & V	Ensure ShPL is available for adopting parents sharing mother's maternity allowance to be used within 52 weeks of child's birth or placement in the family in line with Department policy or legislation	Min



BR_HRP_5580	1	HR	Health & V	Enable an employee to request that period of Statutory Parental Leave that have previously been approved, are deleted in the event that they do not take the leave (manager approval required)	Min
BR_HRP_5581	1	HR	Health & V	Administer annual allowance of maximum weeks of ShPL per eligible employees in line with Department policy	Min
BR_HRP_5582	1	HR	Health & V	Require (but not enforce) a minimum of number days' notice to take ShPL in line with Department policy	Min
BR_HRP_5583	1	HR	Health & V	Treat all periods of ShPL as unpaid	Min
BR_HRP_5584	1	HR	Health & V	Ensure employee and line manager are able to self-certify and upload supporting certificate for sickness absences in line with Department policy	Min
BR_HRP_5585	1	HR	Health & V	Notify the employee to upload and submit a fit note for sickness absences in line with Department policy	Min
BR_HRP_5586	1	HR	Health & V	Provide the employee with the ability to close the sickness absence, requiring line manager approval but only once it has been approved for closure	Min
BR_HRP_5587	1	HR	Health & V	Enable the employee or line manager or central services team/HR to open a sickness entry for an employee	Min
BR_HRP_5588	1	HR	Health & V	Notify the line manager when the employee is approaching their return to work date	Min

BR_HRP_5589	1	HR	Health & V	Prompt line manager to hold a health and attendance review meeting when an employee sickness absence reaches trigger point	Min
BR_HRP_5590	1	HR	Health & V	Calculate when an employees (full/part-time) sickness absence has reached a trigger point and prompt the line manager to hold a formal health and attendance review in line with Department policy	Min
BR_HRP_5591	1	HR	Health & V	Prompt the line manager to hold an informal health and attendance review when the employee sickness absence has reached a trigger point in line with Department policy	Min
BR_HRP_5592	1	HR	Health & V	Prompt the line manager to hold a formal health and attendance review when the employee sickness absence exceeds days, months and quarter thereafter in line with Department policy	Min
BR_HRP_5593	1	HR	Health & V	Provide the ability for a line manager to submit fit notes for employees who remain absent after required days in line with Department policy	Min
BR_HRP_5594	1	HR	Health & V	Enable a line manager to close an employee's sickness absence	Min
BR_HRP_5595	1	HR	Health & V	Enable a line manager to view the employee's sickness absences for a 12 month rolling period	Min
BR_HRP_5596	1	HR	Health & V	Enable online checklists to be available when sickness is opened and notification when limit is reached (include the activities required whilst managing long term sickness leave)	Min



BR_HRP_5597	1	HR	Health & V	Enable return to work dates to be recorded in the Service System by the employee, line manager and specialist roles for all absences, in line with Department policy	Min
BR_HRP_5598	1	HR	Health & V	Count part day absences in line with Department sickness policy	Min
BR_HRP_5599	1	HR	Health & V	Administer alerts to the line manager or central services team before an employee's paid sickness entitlement has been exhausted	Min
BR_HRP_5600	1	HR	Health & V	Administer alerts to the employee before their entitlements to paid sickness leave, has been exhausted	Min
BR_HRP_5601	1	HR	Health & V	Calculate sick pay provision for part-timers using the formula contained within the Department policy	Min
BR_HRP_5602	1	HR	Health & V	Have the ability to record pro-rata review points for employees working less than 5 days a week (PT & compressed)	Min
BR_HRP_5603	1	HR	Health & V	Prompt a line manager to record the details (date and outcome) of a formal health and attendance review	Min
BR_HRP_5604	1	HR	Health & V	Enable managers to record the submission and result of appeals against improvement warnings	Min
BR_HRP_5605	1	HR	Health & V	Allow improvement warnings to be removed following a successful appeal	Min
BR_HRP_5606	1	HR	Health & V	Enable an employee to request "disability related leave" as a leave type, requiring line manager approval	Min
BR_HRP_5607	1	HR	Health & V	Enable line manager to record both first and final improvement warnings issued for sickness absence in line with Department policy	Min
BR_HRP_5608	1	HR	Health & V	Ensure the line manager holds and records review meetings	Min

BR_HRP_5609	1	HR	Health & V	Prompt the line manager when the improvement period for an employee is due to expire	Min
BR_HRP_5610	1	HR	Health & V	Enable the line manager to record the outcome of an improvement period	Min
BR_HRP_5611	1	HR	Health & V	Automatically record the start of a sustained improvement period of 12 month's duration when an improvement period is marked as closed (satisfactory standard reached) by the line manager	Min
BR_HRP_5612	1	HR	Health & V	Automatically prompt the line manager to take action if an employee is absent due to sickness during a sustained improvement period in line with Department policy	Min
BR_HRP_5613	1	HR	Health & V	Increase annual leave accruals with additional entitlement to compensate for public holiday or privilege days that occur during a period of statutory or the authority maternity leave in line with policy	Min
BR_HRP_5614	1	HR	Health & V	Enable line manager to request consent from an employee for an Occupational Health referral to be made, and to record the outcome of the request in the Service System	Min
BR_HRP_5615	1	HR	Health & V	Enable line manager to view employees contact details and next of kin's contact details in the event of AWOL/emergencies	Min
BR_HRP_5616	1	HR	Health & V	Prompt the line manager to hold a return to work discussion and record details of the discussions when an employee returns from sickness absence	Min

BR_HRP_5619	1	HR	Health & V	Provide the ability to record return to work discussions for short term absence (on first day back) and after extended periods of absence (i.e. long-term sickness, sabbaticals etc.)	Min
BR_HRP_5620	1	HR	Health & V	Provide the ability for management to record points agreed at return to work meetings (such as phased return or varied duties etc.) and review period set	Min
BR_HRP_5621	1	HR	Health & V	Enable seeking of employee's agreement to actions agreed at a return to work meeting and the ability to record the duration of the phased return to work	Min
BR_HRP_5622	1	HR	Health & V	Enable line managers to record dates of unauthorised absence letter and upload copy of letter	Min
BR_HRP_5623	1	HR	Health & V	Enable line manager to set deadline on system for response to unauthorised absence letter	Min
BR_HRP_5624	1	HR	Health & V	Prompt line manager to record response / no response to unauthorised absence letter	Min
BR_HRP_5625	1	HR	Health & V	Prompt an action a stop to pay, in cases where no response is received to unauthorised absence letter	Min
BR_HRP_5626	1	HR	Health & V	Enable an employee to request to use Flexi Credit via Self-Service with the necessary approval	Min
BR_HRP_5627	1	HR	Health & V	Provide the line manager with the ability to approve/deny participation in Flexi Time working	Min
BR_HRP_5628	1	HR	Health & V	Provide agreed number of weeks period as a Flexi Time period in line with Department policy	Min

BR_HRP_5629	1	HR	Health & V	Require the recording of rest breaks and automatically flag if the required statutory duration of rest break has not been taken	Min
BR_HRP_5630	1	HR	Health & V	Provide employees (full/part-time/compressed) with the ability to request to participate in Flexi Time working	Min
BR_HRP_5632	1	HR	Health & V	Prompt the employee to submit Flexi Time credits and debits for approval at the end of each agreed week(s) period in line with Department policy	Min
BR_HRP_5633	1	HR	Health & V	Enable a line manager to approve/deny a request to use Flexi Credit	Min
BR_HRP_5634	1	HR	Health & V	Record and administer a variety of Flexi Time policies	Min
BR_HRP_5637	1	HR	Health & V	Enforce a maximum number of days flexi debit in any one period in line with Department policy noting any exceptions as appropriate	Min
BR_HRP_5638	1	HR	Health & V	Have the ability to manage the process where an employee raises a Flexible Working request and its managed accordingly	Min
BR_HRP_5639	1	HR	Health & V	Enable creation and amending of work schedule (days of the week worked) by manager and employee but not a change to number of hours worked	Min
BR_HRP_5640	1	HR	Health & V	Provide the ability to store an employee's work location	Min
BR_HRP_5641	1	HR	Health & V	Provide the ability to record the % allocation to home-based, if an employee is home based	Min

BR_HRP_5642	1	HR	Health & V	Provide the ability to configure reminders to assess the suitability of the arrangements (at defined intervals) if employee work location is home-based	Min
BR_HRP_5645	1	HR	Health & V	Set-up automatic triggers to suggest wellbeing content, that is visible on the HR portal for both line manager and employee	Min
BR_HRP_5646	1	HR	Health & V	Automatically update payroll when periods of ShPL are approved	Min
BR_HRP_5647	1	HR	Health & V	Hold information about employee absence and sickness, as it plays through the lifecycle with any engagements between users, including actions taken in the system around the absence incident. It will also ensure they are these are recorded and actioned accordingly in the system with relevant notification or workflow managed actions distributed to relevant users.	Min
BR_HRP_5648	1	HR	Health & V	Have the ability to manage all aspects of time recording and the costing associated, including the management of a full range of paid and unpaid complex absence rules	Min
BR_HRP_5649	1	HR	Health & V	Provide the ability to set-up and manage multiple absence plans with varying eligibility criteria, accrual rules and holiday years	Min
BR_HRP_5650	1	HR	Health & V	Support multiple absence types, reasons and codes with multiple terms and conditions and eligibility	Min
BR_HRP_5651	1	HR	Health & V	Ensure annual leave not taken within set period to be lost and deducted from leave balance (with the ability to override)	Min

BR_HRP_5652	1	HR	Health & V	Record and calculate pro-rata holiday/time off in hours or part days (e.g. for part-time staff, compressed/condensed hours)	Min
BR_HRP_5653	1	HR	Health & V	Have the ability to calculate pro-rata holiday entitlement for year of joining and year of leaving	Min
BR_HRP_5654	1	HR	Health & V	Have the ability to pro-rata holiday entitlement for employee changes from full to part time and vice-versa, part way through the year	Min
BR_HRP_5655	1	HR	Health & V	Have the ability to calculate accruals for maternity and long-term sick leave (with the ability to override)	Min
BR_HRP_5656	1	HR	Health & V	Have the ability to automatically calculate leave entitlement for the year (based on predefined rules, taking into consideration maternity leave etc) and automatically update employees annual leave allowance after leave has been taken notifying both employee and line manager	Min
BR_HRP_5657	1	HR	Health & V	Have the ability to calculate leave entitlements, including the relevant level of statutory and occupational scheme benefits and applying different leave rules for different types of employee (e.g. part-time, length of service)	Min
BR_HRP_5658	1	HR	Health & V	Display leave calendars for an individual and team (should track and show individuals and all members of a user-defined group)	Min
BR_HRP_5659	1	HR	Health & V	Have the ability to automatically validate requests against available leave balances and go through appropriate workflow during leave application/amendment and cancellation process	Min

BR_HRP_5660	1	HR	Health & V	Have the ability to track annual leave requests for the next leave year	Min
BR_HRP_5661	1	HR	Health & V	Provide the ability to record the date and type of absence including the time an absence started (in case it occurred during a working day) in accordance with business rules and for this to feed through to the payroll solution automatically	Min
BR_HRP_5662	1	HR	Health & V	Provide the ability to record half-day absences in accordance to business rules	Min
BR_HRP_5663	1	HR	Health & V	Provide the ability to hold pro rata annual working patterns (term time working, shift patterns) and annual leave entitlement of bank holidays	Min
BR_HRP_5664	1	HR	Health & V	Manage retrospective absence requests and have the ability to feed through to payroll with relevant approvals and notifications	Min
BR_HRP_5665	1	HR	Health & V	Have the ability to record public and privilege days	Min
BR_HRP_5666	1	HR	Health & V	Record entitlements in hours or days and to automatically carry forward balances from 1 year to the next based on business rules and approval workflows	Min
BR_HRP_5667	1	HR	Health & V	Have the ability to calculate holiday pay on the basis of average annual earnings (restricted to certain pay elements)	Min
BR_HRP_5668	1	HR	Health & V	Allow the line manager to delete a previously approved leave request with leave allowances (where appropriate) re-calculated accordingly	Min
BR_HRP_5669	1	HR	Health & V	Be able to calculate leave in hours for Compressed Hours workers	Min

BR_HRP_5671	1	HR	Health & V	Be able to calculate annual leave allowance up to date of leaving organisation	Min
BR_HRP_5672	1	HR	Health & V	Report or flag periods of absence that meet trigger points based on length of absence or number of occasions of absence (HR policy dependent) and ensure differentiation between absence types, as well as notify relevant parties	Min
BR_HRP_5673	1	HR	Health & V	Prompt line managers to view annual leave requests made approved, rejected and balances remaining of their direct reports	Min
BR_HRP_5674	1	HR	Health & V	Report on all types of leave days taken, by directorate/function/line manager	Min
BR_HRP_5675	1	HR	Health & V	Enable reports on employee absence and return to work dates	Min
BR_HRP_5676	1	HR	Health & V	Allow HR Operations team to have access to scheduled reports to monitor pending leave requests	Min
BR_HRP_5677	1	HR	Health & V	Have the ability to calculate average working days lost (AWDL) by organisation, directorate and team (cost centre code)	Min
BR_HRP_5679	1	HR	Off Boarding	Enable a line manager to initiate a leaver process for an employee with a reason of loan to OGD	Min
BR_HRP_5680	1	HR	Off Boarding	Generate a notification (service system response) to the employee confirming their last day of service, information on payments (including over payments) /deductions to be made from their final pay, and arrangements for P45 and P60 (such as accrued leave)	Min



BR_HRP_5682	1	HR	Off Boarding	Notify pensions (3rd Party) automatically of an employee leaving due to retirement	Min
BR_HRP_5685	1	HR	Off Boarding	Provide an option to initiate an exit interview questionnaire be sent to the employee who is leaving for a planned reason	Min
BR_HRP_5687	1	HR	Off Boarding	Provide facility to manage death in service processes including the processing of records while withholding the final salary and other related benefits	Min
BR_HRP_5688	1	HR	Off Boarding	Enable a line manager to input a death in service occurrence for a team member and allow automatic notification to pension provider	Min
BR_HRP_5689	1	HR	Off Boarding	Automatically ignore any Flexi Debt and/or annual leave debts when calculating final pay for an employee who's reason for leaving is death in service (credits to be paid)	Min
BR_HRP_5690	1	HR	Off Boarding	Automatically close open absences when a leaver's reason of death in service is used	Min
BR_HRP_5691	1	HR	Off Boarding	Automatically pro-rata employee's annual allowances against their last day of service, and automatically calculate any payments to be made/recovered and payroll updated automatically	Min
BR_HRP_5692	1	HR	Off Boarding	Automatically check if an employee is a member of the childcare voucher scheme and automatically end their participation in line with the last day of service taking account of any exceptions	Min
BR_HRP_5693	1	HR	Off Boarding	Enable line managers to view employees contractual notice period	Min

BR_HRP_5694	1	HR	Off Boarding	Automatically generate Off Boarding tasks and prompts to the employee to return equipment	Min
BR_HRP_5695	1	HR	Off Boarding	Automatically generate Off Boarding tasks and prompts to the line manager to collect equipment	Min
BR_HRP_5696	1	HR	Off Boarding	Automatically generate a check list of items to be returned as a task for both the employee and line manager for all leaving reasons	Min
BR_HRP_5697	1	HR	Off Boarding	Automatically provide final payslip and P45; a hard copy of the P45 sent to home address or as PDFs sent to personal email account	Min
BR_HRP_5698	1	HR	Off Boarding	Automatically remove a leaver's name from the global address list and staff directory once a leaving date is reached	Min
BR_HRP_5699	1	HR	Off Boarding	Automatically fall back to the higher ranked person in the chain, such as the line manager's manager (default +1), as a result of line manager chain being broken because someone leaves the reporting chain	Min
BR_HRP_5700	1	HR	Off Boarding	Enable specialist roles to run reports on data received from exit interviews and exit questionnaires (trend analysis etc)	Min
BR_HRP_5702	1	HR	Off Boarding	Automatically initiate the cancellation of purchasing cards held by an employee once a leaving date is reached	Min
BR_HRP_5703	1	HR	Off Boarding	Automatically initiate the closure of IT accounts and building access once a leaving date has passed (date +1) taking account of any exceptions	Min

BR_HRP_5706	1	HR	Off Boarding	Ensure an employee can access P60s after they have left the organisation or where they don't have continued access, the P60 is emailed or posted as part of the tax end activity	Min
BR_HRP_5707	1	HR	Off Boarding	Automatically notify admin team to close travel accounts held by an employee once a leaving date is reached	Min
BR_HRP_5708	1	HR	Off Boarding	Provide capability to process mass terminations (e.g. payroll changes)	Min
BR_HRP_5709	1	HR	Off Boarding	Permit specialist roles to initiate compensation payments for eligible employees whose fixed term contracts are being terminated	Min
BR_HRP_5710	1	HR	Off Boarding	Permit the payment of compensation where required for the end of a fixed term contract	Min
BR_HRP_5711	1	HR	Off Boarding	Auto calculate leave overtaken/remaining when a fixed term contract is terminated and adjust final pay accordingly	Min
BR_HRP_5712	1	HR	Off Boarding	Enable the line manager to approve a leaving action (resignation or retirement) via Self-Service	Min
BR_HRP_5713	1	HR	Off Boarding	Enable the line manager to initiate leaving actions (of all types including resignation or retirement) via Self-Service	Min
BR_HRP_5714	1	HR	Off Boarding	Enable the line manager to trigger a leaving action for an employee who has resigned prior to returning from maternity leave, and for payroll to be automatically updated	Min

BR_HRP_5715	1	HR	Off Boarding	Prompt the line manager to confirm to the employee that a fixed term appointment will end, and the reasons for it (model template letters)	Min
BR_HRP_5717	1	HR	Off Boarding	Notify the employee when their leaving date has been altered	Min
BR_HRP_5718	1	HR	Off Boarding	Enable a line manager or Central Services Team to update an employee leaving date after a leaving action has been initiated, and for workflows and notifications to also be updated	Min
BR_HRP_5720	1	HR	Off Boarding	Enable reports on attrition per department, per month, per year, including and excluding loans and secondments	Min
BR_HRP_5722	1	HR	Off Boarding	Provide the ability to override and perform a manual check on automatic leaver calculations	Min
BR_HRP_5723	1	HR	Off Boarding	Enable employee to voluntarily leave position due to retirement via Self-Service	Min
BR_HRP_5724	1	HR	Off Boarding	Enable an employee to leave position for reason of retirement on an actuarially reduced pension via Self-Service	Min
BR_HRP_5725	1	HR	Off Boarding	Enable employees to request partial retirement via Self-Service	Min
BR_HRP_5726	1	HR	Off Boarding	Enable a line manager to initiate a leaver action for an employee on the grounds of medical retirement	Min
BR_HRP_5727	1	HR	Off Boarding	Provide a facility to enable a line manager to alter an employee's hours of work and work pattern in response to a request for partial retirement	Min

BR_HRP_5729	1	HR	Off Boarding	Enable a line manager or employee to initiate a leaver process for an employee with a reason of permanent transfer to OGD	Min
BR_HRP_5730	1	HR	Off Boarding	Provide a facility to enable a line manager to be able to rescind an employee leaving action, and for workflows and notifications to also be updated	Min
BR_HRP_5731	1	HR	Off Boarding	Provide the ability to record key stages of the redundancy process (i.e. at risk, dates of consultation, notice of redundancy issued etc.)	Min
BR_HRP_5732	1	HR	Off Boarding	Provide the ability to manage a full range of voluntary and involuntary leavers	Min
BR_HRP_5733	1	HR	Off Boarding	Provide the ability to process leaver actions for a full range of paid and unpaid staff	Min
BR_HRP_5734	1	HR	Off Boarding	Provide the ability to record whether a position is to be backfilled when current post holder is entered as a leaver	Min
BR_HRP_5735	1	HR	Off Boarding	Provide the ability to record and report on reason for leaving, rehire eligibility, last day worked, last day paid, negotiated terms, diversity and inclusion information etc	Min
BR_HRP_5736	1	HR	Off Boarding	Provide the ability to complete and report on exit questionnaires and reason for leaving	Min
BR_HRP_5737	1	HR	Off Boarding	Provide the ability to record and report on chosen retirement date and type of retirement	Min
BR_HRP_5739	1	HR	Off Boarding	Provide a facility to manage overpayments caused by the late notification of a leaver, including the generation of recovery letters	Min



BR_HRP_5740	1	HR	Off Boarding	Provide capability for termination records to be immediately live in the solution after creation and provide the facility to create future dated terminations which remain inactive until a predefined date (e.g. end date)	Min
BR_HRP_5741	1	HR	Off Boarding	Provide the ability to generate all leaver letters from standard templates including specialist customisable templates i.e. voluntary exits	Min
BR_HRP_5742	1	HR	Off Boarding	Provide the ability to define rules to automatically adjust entitlements upon termination i.e. A/L entitlement	Min
BR_HRP_5743	1	HR	Off Boarding	Provide the ability to define rules to automatically adjust pay elements upon termination i.e. Loan recoveries	Min
BR_HRP_5744	1	HR	Off Boarding	Provide the ability to automatically inform other departments/providers of the leaver but with the inclusion of a manual override if needed (Ex: Payroll Changes)	Min
BR_HRP_5745	1	HR	Off Boarding	Provide the ability to reverse termination of a record and be able to fully restore the record to its previous state, subject to necessary controls and approvals	Min
BR_HRP_5746	1	HR	Off Boarding	Enable the line manager or Central Services Team to move employees direct reports to a new manager for a leaver reason	Min
BR_HRP_5748	1	HR	Reward	Have the ability to adjust the start and/or end values of any pay band	Min
BR_HRP_5749	1	HR	Reward	Enable the Department pay ranges to be created, maintained and assigned within the service system	Min
BR_HRP_5750	1	HR	Reward	Support multiple Pay Bands to be maintained (Including GCO, GPA)	Min

BR_HRP_5752	1	HR	Reward	Have the ability to prompt line managers to view payroll cut off dates	Min
BR_HRP_5753	1	HR	Reward	Enable the line manager to enter unauthorised leave for an employee (reason - strike action) and for payroll to be automatically updated for the period of leave to be unpaid	Min
BR_HRP_5754	1	HR	Reward	Have the ability to adhere to payroll policies	Min
BR_HRP_5755	1	HR	Reward	Enable employee to be eligible for performance bonuses at their higher pay band if they have been in receipt of temporary duties allowance for six months or more	Min
BR_HRP_5756	1	HR	Reward	Have the ability to approve pay where it exceeds the pay maxima	Min
BR_HRP_5757	1	HR	Reward	Ensure pay increases as a result of a promotion do not pre date the effective date that the person starts the new role	Min
BR_HRP_5758	1	HR	Reward	Ensure any changes in pay due as a result of a change of location are applied before any promotion increase is applied	Min
BR_HRP_5759	1	HR	Reward	Administer notifications well in advance of automatically ceasing allowances not permitted in the new grade	Min
BR_HRP_5760	1	HR	Reward	Enable the implementation of Performance-Related Pay (PRP) awards for Department employees on the Department terms and conditions	Min
BR_HRP_5761	1	HR	Reward	Conduct automatic checking of eligibility of employees to receive PRP in line with the PRP scheme rules as per Department policy	Min

BR_HRP_5768	1	HR	Reward	Enable untaken leave requests to be referred to HR reward team for payment consideration	Min
BR_HRP_5770	1	HR	Reward	Create and maintain an unlimited number of salary plans (monthly, weekly, etc.)	Min
BR_HRP_5771	1	HR	Reward	Automatically apply unlimited number of salary plans based on defined eligibility rules (allow for manual overrides)	Min
BR_HRP_5772	1	HR	Reward	Have the ability to create and maintain specified allowances	Min
BR_HRP_5773	1	HR	Off Boarding	Automatically apply and remove the unlimited number of allowances based on defined eligibility rules (allow for manual overrides)	Min
BR_HRP_5774	1	HR	Reward	Have the ability to create and maintain multiple one-time payment plans (sign-on, retention, severance, long-term service etc.), based on defined eligibility rules. This may include cash-substitutes such as vouchers	Min
BR_HRP_5775	1	HR	Reward	Have the facility to support managing bonus pay and incentive pay	Min
BR_HRP_5776	1	HR	Reward	Have the ability to create and maintain multiple collective agreements, and automatically apply these based on defined eligibility rules (allow for manual overrides)	Min
BR_HRP_5777	1	HR	Reward	Support multiple pay practices by cost centre, location and job	Min
BR_HRP_5778	1	HR	Reward	Support multiple pay-out periods, off cycle rewards and complex calculations	Min
BR_HRP_5779	1	HR	Reward	Enable configuration guidelines based on multiple criteria (e.g. location, role, etc.). Alert the user and drive workflow for exceptions	Min



BR_HRP_5780	1	HR	Reward	Enable payment start / stop dates to be recorded and utilised	Min
BR_HRP_5781	1	HR	Reward	Allow specialist roles to mark when an employee is on compulsory Detached Duty in line with the Authority policy (e.g., max duration of 4 years for SCS grades and 3 years for lower grades)	Min
BR_HRP_5782	1	HR	Reward	Allow specialist roles to mark when an employee has been compulsorily transferred	Min
BR_HRP_5783	1	HR	Reward	Support the recording and tax management of legacy lease cars for employees (including GCO)	Min
BR_HRP_5788	1	HR	Reward	Ensure that if changes to employee data have an impact on benefit entitlements, the employee will be automatically notified and a defined enrolment window will open for them to select benefits	Min
BR_HRP_5807	1	HR	Reward	Enable employees to get projected retirement income estimates on their pension through the pension's provider (e.g., MyCSP) subject to external provider support.	Min
BR_HRP_5808	1	HR	Reward	Allow employees (including GCO) to buy up to an additional days of annual leave in line with Authority policy, and payroll automatically updated	Min
BR_HRP_5809	1	HR	Reward	Enable holiday balances to be automatically updated when employees (including GCO) purchases additional annual leave	Min
BR_HRP_5810	1	HR	Reward	Have the capability to perform validation checks on benefits eligibility	Min

BR_HRP_5811	1	HR	Reward	Enable different contribution levels to be maintained for different schemes as per department policy	Min
BR_HRP_5812	1	HR	Reward	Allow employees (including GCO) to join and make contributions to the Pension Scheme available (but not if they leave and are no longer with the Authority)	Min
BR_HRP_5814	1	HR	Reward	Allow employee to access pension provider websites via Self-Service within the service system	Min
BR_HRP_5815	1	HR	Reward	Provide employees with the ability for opting out of the pension schemes via Self-Service and for payroll and pensions (3rd party) to be updated	Min
BR_HRP_5816	1	HR	Reward	Enable employee to switch a pension scheme via Self-Service, and for pensions (3rd party) and payroll to be automatically updated (subject to meeting eligibility requirements for the scheme)	Min
BR_HRP_5817	1	HR	Reward	Enable the employee to join a relevant pension scheme via Self-Service if they are ineligible for the civil service pension scheme	Min
BR_HRP_5818	1	HR	Reward	Have functionality to handle benefits administration and online benefits enrolment in the system	Min
BR_HRP_5819	1	HR	Reward	Have the ability to hold details of all employee benefits available in the service system	Min
BR_HRP_5820	1	HR	Reward	Have the ability to display and update as defined within policy total rewards statements and include links to external benefits platforms/ providers	Min

BR_HRP_5821	1	HR	Reward	Comply with pension auto-enrolment and support the auto-enrolment process owned by third party Benefits providers	Min
BR_HRP_5822	1	HR	Reward	Provide partnership scheme employees with the ability to manage contributions (both up and down) via self-service (in line with the rules of the pension schemes) and for changes to be made automatically to employer contributions and payroll	Min
BR_HRP_5823	1	HR	Reward	Provide facility for employees to manage additional voluntary contributions (AVCs) via self-service (e.g. bonus conversion)	Min
BR_HRP_5824	1	HR	Reward	Provide facility to manage multiple pension schemes and add schemes as necessary	Min
BR_HRP_5825	1	HR	Reward	Record the name of pension schemes and levels of employee and employer contributions for individual members of staff	Min
BR_HRP_5826	1	HR	Reward	Have the ability to determine eligibility for multiple different schemes, including tracking completion of probation period and or tracking of eligibility waiting periods, and tracking the necessary pension-driving data to be sent to third party administrator (including pensionable earnings, service, hire date(s)). Display options based on eligibility only	Min

BR_HRP_5827	1	HR	Reward	Provide the ability to track contributions for those reaching lifetime allowances subject to the sufficient historical contribution data being made available via integration from third party pension providers	Min
BR_HRP_5828	1	HR	Reward	Provide accurate up-to-date pensionable earnings figures (for different schemes and facilitate audit with payroll and/or third party pension administrators via an interface)	Min
BR_HRP_5830	1	HR	Reward	Provide the ability for staff to apply for and manage their benefit options via Self-Service (e.g. salary sacrifice schemes - child care vouchers, season ticket loans, health cash plans, cycle to work)	Min
BR_HRP_5831	1	HR	Reward	Set-up and manage enrolment windows for benefits, as required (for example, selling/ buying annual leave, healthcare enrolment)	Min
BR_HRP_5832	1	HR	Reward	Have the ability to manage multiple relocation allowances at individual level	Min
BR_HRP_5833	1	HR	Reward	Provide interface with pension providers to administer contributions and process pension payments to a small group of legacy pensioners on payroll	Min
BR_HRP_5834	1	HR	Reward	Enable authorisers/ratifiers to approve voucher and cash awards	Min
BR_HRP_5835	1	HR	Reward	Set reminders to recipients to use performance award vouchers (e.g. Edenred) as deadline approaches	Min

BR_HRP_5836	1	HR	Reward	Include SCS grade employees on a career break in an annual performance review and performance pay award if they have spent the least minimum specified days of the performance year at work in line with the Department policy	Min
BR_HRP_5837	1	HR	Reward	Exclude SCS grade employees on a career break from annual performance review and performance pay award if they have not spent the least minimum specified days of the performance year at work in line with the Department policy	Min
BR_HRP_5839	1	HR	Reward	Calculate and award the appropriate starting salary in the event of a promotion in line with Department policy (e.g. minimum of the Authority pay range for the band or 10% increase - SCS grades only)	Min
BR_HRP_5840	1	HR	Reward	Create and distribute/ cascade merit and bonus pools	Min
BR_HRP_5841	1	HR	Reward	Have the capability to provide compensation modelling for HR and compensation budget monitoring for managers	Min
BR_HRP_5842	1	HR	Reward	Enable managers and HR to compare employees and see their relative position in the salary range for their position	Min
BR_HRP_5843	1	HR	Reward	Provide managers with budgets and guidelines to ensure good pay decisions	Min
BR_HRP_5844	1	HR	Reward	Automatically suggest merit increases/ bonus payments based on performance/ talent criteria and defined pools	Min
BR_HRP_5845	1	HR	Reward	Calibrate and report on merit increases/ bonus payments	Min

BR_HRP_5846	1	HR	Reward	Have the capability to auto-convert compensation information into required currencies for global planning and roll-up budget reporting	Min
BR_HRP_5847	1	HR	Reward	Have the ability to apply automatic pay increases across the board for certain groups	Min
BR_HRP_5848	1	HR	Reward	Provide the ability to generate merit increase and bonus award communications including total reward statements	Min
BR_HRP_5849	1	HR	Reward	Enable employees in receipt of different temporary duties allowance to retain any existing allowances for the period that they are in receipt of the temporary duties allowance when reviewed and approved	Min
BR_HRP_5850	1	HR	Reward	Have the ability to stop temporary duties allowance if an employee is on sick leave as per agreed maximum period in line with Department policy, noting any exceptions (e.g. maternity related sick leave or on sick leave for more than 1 month)	Min
BR_HRP_5851	1	HR	Reward	Ensure only eligible employees can receive an on-call or standby allowance payment	Min
BR_HRP_5852	1	HR	Reward	Require allowances to be reviewed on an annual basis unless a specific end date has been entered when the allowance was approved	Min
BR_HRP_5853	1	HR	Reward	Enable specialist allowances to be available to employees	Min
BR_HRP_5854	1	HR	Reward	Support the requirement for finance allowances to be reviewed annually	Min
BR_HRP_5855	1	HR	Reward	Enable payment of pensionable and non-pensionable night shift allowances	Min

BR_HRP_5856	1	HR	Reward	Provide capability to enable the application of recruitment and retention allowances to agreed bands at maximum % in line with Authority policy with the necessary approvals (e.g., CO Grades A-C of a maximum of 10%)	Min
BR_HRP_5857	1	HR	Reward	Provide capability to enable the application of recruitment and retention allowances to agreed bands in excess of % in line with Authority policy with the necessary approvals (e.g., CO A-C of a maximum of 10%)	Min
BR_HRP_5858	1	HR	Reward	Require specialist approval if a temporary duties allowance is to be applied to an employee for a period in excess of years within certain bands in line with Authority policy	Min
BR_HRP_5859	1	HR	Reward	Require HRD or deputy approval if a temporary duties allowance is to be applied to an employee (SCS1)	Min
BR_HRP_5860	1	HR	Reward	Require Permanent Secretary approval if a temporary duties allowance is to be applied to an employee (SCS2)	Min
BR_HRP_5861	1	HR	Reward	Require Civil Service Leadership Committee approval if a temporary duties allowance is to be applied to an employee (SCS3)	Min
BR_HRP_5862	1	HR	Reward	Ensure the inclusion of Mark-Time pay when calculating promotion pay if in line with Department policy (i.e. salary plus Mark Time Pay x 10% or minimum of band)	Min
BR_HRP_5863	1	HR	Reward	Ensure the apportion of salary in excess of the grade maximum as Mark Time	Min

BR_HRP_5864	1	HR	Reward	Allow employees in receipt of temporary duties allowance to receive pay awards in line with their substantive pay	Min
BR_HRP_5865	1	HR	Reward	Allow employees in receipt of temporary duties allowance to receive overtime pay at their substantive pay level if they are eligible to receive it	Min
BR_HRP_5866	1	HR	Reward	Provide the ability to apply % increases of different values to individual Pay Bands	Min
BR_HRP_5867	1	HR	Reward	Enable the awarding of one-off non-pensionable performance award payments to employees meeting specific eligibility criteria (pay band, date joined the Department, performance rating, contract type)	Min
BR_HRP_5868	1	HR	Reward	Provide facility to calculate pro-rata performance awards for part-time workers	Min
BR_HRP_5869	1	HR	Reward	Enable the exclusion of employees from performance award eligibility based on certain criteria	Min
BR_HRP_5870	1	HR	Reward	Prevent employees on Detached Duty from claiming both excess fares and excess rental costs	Min
BR_HRP_5871	1	HR	Reward	Provide the ability to set parameters on employees on Detached Duty who receive excess fares	Min
BR_HRP_5872	1	HR	Reward	Provide the ability to set parameters on employees on Detached Duty who receive excess rental costs	Min
BR_HRP_5873	1	HR	Reward	Enable employees on Detached Duty to receive assistance for costs of travelling home at weekends	Min
BR_HRP_5874	1	HR	Reward	Enable employees on permanent transfer to be paid approved relocation costs	Min



BR_HRP_5875	1	HR	Reward	Enable employees on permanent transfer to be paid excess travel costs for a maximum specific period (e.g. 3 years)	Min
BR_HRP_5876	1	HR	Reward	Prevent employees on permanent transfer from claiming both relocation costs and excess fares	Min
BR_HRP_5877	1	HR	Reward	Enable employees to upload evidence of qualification to support allowance requests for approval by line manager	Min
BR_HRP_5880	1	HR	Reward	Enable the line manager to view evidence of qualification uploaded by employee to support allowance request	Min
BR_HRP_5891	1	HR	Reward	Provide the ability to handle a full range of compensation element, including on-line initiation	Min
BR_HRP_5892	1	HR	Reward	Enable payroll information to be generated from pre-existing information (e.g. job status, contract type)	Min
BR_HRP_5893	1	HR	Reward	Apply a variety of bonus/incentive rates/payments to the appropriate pay cycle using the appropriate earning codes	Min
BR_HRP_5894	1	HR	Reward	Provide the ability to pro-rate amounts based on part year, part month and/or part-timer basis	Min
BR_HRP_5895	1	HR	Reward	Ensure that no compensation data has been duplicated or left out. (Including checking of calculations for accuracy and consistency. Check for employees who have a change in status that would affect their compensation data)	Min

BR_HRP_5896	1	HR	Reward	Support application of compensation-policy validations (including authorisations for pay increase, amount of increase allowed, etc.)	Min
BR_HRP_5897	1	HR	Reward	Apply various levels of workflow for approvals based on business rules that determine whether a transaction request is within guidelines or not	Min
BR_HRP_5898	1	HR	Reward	Alert users to compensation policy violations	Min
BR_HRP_5899	1	HR	Reward	Enable audit pay based on D&I protected characteristics or other legal obligations	Min
BR_HRP_5900	1	HR	Reward	Conduct legal (auto-) adjustments e.g. minimum wage audits and gender pay audits and other legal with relevant workflow, approvals etc	Min
BR_HRP_5901	1	HR	Reward	Support the automatic allocation of income protection and death in service benefits for staff on Authority terms and conditions (including GCO's)	Min
BR_HRP_5902	1	HR	Reward	Support reversion taking place when staff return to their substantive pay range after a period of temporary promotion. On reversion, salary will be auto calculated as their previous substantive salary up-rated by relevant pay awards	Min
BR_HRP_5910	1	HR	Reward	Permit specialist roles to initiate compensation payments for eligible employees whose fixed term contracts are being terminated	Min
BR_HRP_5911	1	HR	Reward	Permit the payment of compensation where required for the end of a fixed term contract	Min
BR_HRP_5912	1	HR	Reward	Support dynamic pay award modelling & scenario planning using real-time data	Min

BR_HRP_5913	1	HR	Reward	Calculate holiday pay on the basis of average annual earnings (restricted to certain pay elements), which may include overtime pay and other allowances, where appropriate, including retrospectively	Min
BR_HRP_5914	1	HR	Reward	Adapt the approach to normal remuneration within each Department	Min
BR_HRP_5915	1	HR	Reward	Record time off in lieu and for it to be factored into calculations of normal pay	Min
BR_HRP_5916	1	HR	Reward	Ensure normal pay is paid for 20 days statutory leave to comply with statutory holiday pay legislation	Min
BR_HRP_5918	1	HR	Reward	Have the ability to gather and consolidate benefit cost data to inform the analysis and evaluation of total costs of benefits offerings and recommendations to support improvement	Min
BR_HRP_5919	1	HR	Reward	Ensure that compensation analytics are integrated with other workforce analytics	Min
BR_HRP_5923	1	HR	Reward	Enable HR Operations to provide reports to internal/external parties to support benefit cost reviews	Min
BR_HRP_5925	1	HR	Learning & Development	Enable the line manager to view compliance for Mandatory Training for direct report	Min
BR_HRP_5926	1	HR	Learning & Development	Enable HR L&D specialist to report on compliance for Mandatory Training across the Authority	Min
BR_HRP_5927	1	HR	Learning & Development	Enable the employee to access Mandatory Training via a link in the system to the Civil Service Learning platform	Min

BR_HRP_5928	1	HR	Learning & Development	Alert employees when their Mandatory Training is approaching expiry	Min
BR_HRP_5929	1	HR	Learning & Development	Enable employees to request approval to undertake a formal learning activity - including business benefit and cost (need the ability to switch this on and off for certain categories of people e.g. Fast Streamers)	Min
BR_HRP_5930	1	HR	Learning & Development	Enable line managers to approve/deny requests for formal learning activity (need the ability to switch this on and off for certain categories of people e.g. Fast Streamers)	Min
BR_HRP_5931	1	HR	Learning & Development	Have the ability to withdraw an application for additional staff training (including Adult Education) funding where an employee has declined to agree to the terms of a "repaying further education costs" letter and upload notes before withdrawal (need a link in the system to take people to T&C's on intranet copy at that point in time and download a copy)	Min
BR_HRP_5932	1	HR	Learning & Development	Enable the employee to agree or decline to accept the terms of "repaying further education costs" letter	Min
BR_HRP_5933	1	HR	Learning & Development	Allow the recording of learning start and end dates of after an application for Adult Education funding is approved	Min
BR_HRP_5941	1	HR	Learning & Development	Route applications for additional staff training (including Adult Education funding) to specialist roles for approval	Min

BR_HRP_5943	1	HR	Learning & Development	Enable employees to enrol for paid training which needs manager approval	Min
BR_HRP_5944	1	HR	Learning & Development	Enable employees to update their learning history with informal learning undertaken (work shadowing, coaching, mentoring etc)	Min
BR_HRP_5945	1	HR	Learning & Development	Enable employees to view their learning history (including learning that has been undertaken on the Civil Service Learning platform)	Min
BR_HRP_5947	1	HR	Learning & Development	Enable line manager to view the learning histories of direct reports (including learning undertaken on the Civil Service Learning platform)	Min
BR_HRP_5949	1	HR	Learning & Development	Enable HR L&D specialists roles to assign Mandatory Training to groups of employees	Min
BR_HRP_5950	1	HR	Learning & Development	Record, administer and report on a full employee learning history including mandatory, internal and external learning undertaken	Min
BR_HRP_5951	1	HR	Learning & Development	Update learning histories when a course or set of courses is completed (e.g. Essential Manager Training) on the Civil Service Learning platform	Min
BR_HRP_5954	1	HR	Learning & Development	Enable employee to initiate a PO request for a learning activity if permitted by dept policy	Min
BR_HRP_5955	1	HR	Learning & Development	Report on the number of employee days of learning and development activity taken	Min

BR_HRP_5957	1	HR	Learning & Development	Have the ability to link and report on cost of learning activities	Min
BR_HRP_5959	1	HR	Learning & Development	Enable all employees (domestic and overseas) to access same system and keep their records in a single unified location for MI and compliant with UK DPA regulations	Min
BR_HRP_5960	1	HR	Learning & Development	Deliver digital learning to employees via the system	Min
BR_HRP_5961	1	HR	Learning & Development	Allow users to search the system using a variety of parameters incl date, theme, key words etc to access learning	Min
BR_HRP_5962	1	HR	Learning & Development	Enable interactive learning pathways/journeys in consistent formatting throughout	Min
BR_HRP_5963	1	HR	Learning & Development	Display a range of learning content to users (video, HTML5 plugins, documents)	Min
BR_HRP_5964	1	HR	Learning & Development	Support social learning tools/communities (e.g. forums)	Min
BR_HRP_5965	1	HR	Learning & Development	Generate quizzes, questionnaires and surveys for employees	Min
BR_HRP_5966	1	HR	Learning & Development	Allow selected specialist users to edit and customise sections of the system to deliver and signpost learning based on their permissions	Min

BR_HRP_5967	1	HR	Learning & Development	Support single sign on across all users	Min
BR_HRP_5970	1	HR	Contingent & Other Workers	Provide relevant data fields to allow tracking and reporting on the number of contingent workers employed across the organisation	Min
BR_HRP_5971	1	HR	Contingent & Other Workers	Provide ability to set up all contingent workers and 'off payroll' workers as a separate group within the Organisational Structure, to allow contingent workers to manage and have reporting lines but have relevant security profiles for a non-employee	Min
BR_HRP_5972	1	HR	Contingent & Other Workers	Ensure that upon contracting a contingent worker a minimum record is created in the HCM system for position, people management purposes and additionally activity they may need to transact upon in the system such as expenses	Min
BR_HRP_5973	1	HR	Contingent & Other Workers	Ensure that a contingent worker flag exists pre-defining the level of access to other systems and HCM functionality for the contingent worker	Min
BR_HRP_5974	1	HR	Contingent & Other Workers	Hold start and end dates of contingent worker contracts	Min
BR_HRP_5975	1	HR	Contingent & Other Workers	Ensure that start and end dates of contingent worker contracts are easily reportable	Min
BR_HRP_5976	1	HR	Contingent & Other Workers	Provide relevant data fields to allow tracking and reporting on the number of fee paid and sessional workers employed across the organisation	Min

BR_HRP_5977	1	HR	Contingent & Other Workers	Enable a minimum record for a fee paid or sessional worker to be created	Min
BR_HRP_5978	1	HR	Contingent & Other Workers	Enable a fee/seasonal worker flag that pre-defines the level of access to other systems and HCM functionality for the contingent worker	Min
BR_HRP_5979	1	HR	Contingent & Other Workers	Ensure that seasonal workers records can be managed via a mass data change process with relevant approvals and reviews within the HCM system	Min
BR_HRP_5981	1	HR	Contingent & Other Workers	Permit specialist roles to initiate compensation payments for eligible employees whose fixed term contracts are being terminated	Min
BR_HRP_5982	1	HR	Contingent & Other Workers	Prompt line manager or central services team that a fixed term appointment is coming to an end and action is required	Min
BR_HRP_5983	1	HR	Contingent & Other Workers	Permit the payment of compensation where required for the end of a fixed term contract	Min
BR_HRP_5984	1	HR	Contingent & Other Workers	Auto calculate leave overtaken/remaining when a fixed term contract is terminated and adjust final pay accordingly	Min
BR_HRP_5987	1	HR	Contingent & Other Workers	Enable minimum statutory sick pay provision for fee paid/casual workers	Min
BR_HRP_5988	1	HR	Contingent & Other Workers	Enable correct deduction of tax and NI and calculation of VAT of fee paid workers inside IR35	Min



BR_HRP_5989	1	HR	Contingent & Other Workers	Enable IR35 checks and questionnaire to be completed on system and record for Audit outcome	Min
BR_HRP_5990	1	HR	Contingent & Other Workers	Have the ability to link contingent worker records to financial cost transactions and generate combined reporting	Min
BR_HRP_5991	1	HR	Contingent & Other Workers	Have the ability to notify forth coming end of contracts and initiate the termination of contingent and other types of workers by managers through Self-Service	Min
BR_HRP_5992	1	HR	Contingent & Other Workers	Have the ability to manage other types of contract workforce, including fee-paid and seasonal workers	Min
BR_HRP_5993	1	HR	Contingent & Other Workers	Have the ability to access and complete Mandatory Training i.e. GDPR, D&I etc	Min
BR_HRP_5994	1	HR	Employee Details	Ensure the HCM system segments data to comply with rules and regulations of the UK and, where applicable, other national employment laws	Min
BR_HRP_5995	1	HR	Employee Details	Flag to the relevant line manager or re-direct to the relevant business manager or central HR team when a contingent workers contract end date approaches	Min
BR_HRP_5996	1	HR	Employee Details	Enable the employee to enter and maintain data relating to sex, sex identity, ethnicity, religion, disability, mental health, socio-economic data and caring responsibilities, and for this data to only be viewable by the employee and specialist roles	Min

BR_HRP_5997	1	HR	Employee Details	Enable specialist roles to report on diversity information of both current employees and applicants	Min
BR_HRP_5998	1	HR	Employee Details	Enable line managers or Central HR Team to action promotions, demotions and lateral moves with approval as required	Min
BR_HRP_5999	1	HR	Employee Details	Enable mass data changes to be completed directly within the HCM system	Min
BR_HRP_6000	1	HR	Employee Details	Ensure before the mass data change is submitted, the information to be amended is flagged for review	Min
BR_HRP_6001	1	HR	Employee Details	Ensure that the necessary follow-on actions after the mass data system update are implemented by central HR team or other nominated persons (these may or may not be the same as an individual process e.g. approvals)	Min
BR_HRP_6002	1	HR	Employee Details	Ensure that all employee documentation is stored electronically	Min
BR_HRP_6003	1	HR	Employee Details	Enable clear recording of worker type - (e.g. contingent, transfer in, Loan In, secondee in) and the ability to include/exclude types from headcount reports	Min
BR_HRP_6004	1	HR	Employee Details	Prevent the employee from submitting updates without attaching required information or attachments	Min
BR_HRP_6005	1	HR	Employee Details	Ensure that the document management solution allows the information to be archived in line with data retention policy, whilst being easily retrievable and accessible	Min
BR_HRP_6006	1	HR	Employee Details	Enable the identification of employees who are on the Fast Stream programme	Min

BR_HRP_6007	1	HR	Employee Details	Enable the recording of a Talent Development Manager or Talent Leader for each Fast Stream participant	Min
BR_HRP_6008	1	HR	Employee Details	Enable staff e.g. on GCO and Fast Stream contracts to have an assessment centre outcome entered and maintained	Min
BR_HRP_6009	1	HR	Employee Details	Enable the recording of loan start and end dates (staff loans into and out of the department)	Min
BR_HRP_6010	1	HR	Employee Details	Ensure that the system flags when the loan In end date is approaching. The notification will be sent to both the 'home' and 'host' organisation (possibly external to the department)	Min
BR_HRP_6011	1	HR	Employee Details	Enable employees to maintain their office location data with approvals if required	Min
BR_HRP_6012	1	HR	Employee Details	Ensure when transactions are approved or rejected send an automatic notification to the relevant approval chain	Min
BR_HRP_6013	1	HR	Employee Details	Record, transact and manage a number of organisational hierarchies to include but not limited to; Position, Manager and Cost Centre	Min
BR_HRP_6014	1	HR	Employee Details	Apply permission controls to the creation and change of organisational hierarchies to restrict who can do this	Min
BR_HRP_6015	1	HR	Employee Details	Suppress/protect some sensitive organisational structures from all but permitted users	Min
BR_HRP_6016	1	HR	Employee Details	Provide the ability to create positions in bulk and/or bulk move employee records from one part of the organisation to another	Min

BR_HRP_6017	1	HR	Employee Details	Enable the creation of organisational diagrams using live data - easy to read, with or without incumbent names displayed	Min
BR_HRP_6018	1	HR	Employee Details	Enable an employee to enter and edit own contact details including telephone numbers via Self-Service, and viewing of these details to be restricted to authorised roles only	Min
BR_HRP_6019	1	HR	Employee Details	Enable the line or business manager or central HR team to confirm that an employee has returned from a secondment out	Min
BR_HRP_6020	1	HR	Employee Details	Enable the line manager to initiate a termination for a secondee-in for approval	Min
BR_HRP_6021	1	HR	Employee Details	Enable system to record the secondment start and end dates	Min
BR_HRP_6022	1	HR	Employee Details	Ensure that the service system flags when the end of the secondment is approaching. The notification will be sent to both the 'home' and "host" organisation (which may be external to the Authority)	Min
BR_HRP_6023	1	HR	Employee Details	Provide Self-Service option to employees	Min
BR_HRP_6024	1	HR	Employee Details	Provide all transactional, reporting and approval functionality to a manager via Self-Service	Min
BR_HRP_6025	1	HR	Employee Details	Enable the HR Operations team supporting transfers to view all required employee data relevant to the transfer	Min
BR_HRP_6026	1	HR	Employee Details	Enable the retrieval of critical information required to manage the TUPE process appropriately, i.e. terms & conditions, directly from the HCM system	Min

BR_HRP_6027	1	HR	Employee Details	Enable employees to make Flexible Working requests (including Term Time Only Working arrangements) via Self-Service	Min
BR_HRP_6028	1	HR	Employee Details	Enable the employee on a Home Working agreement to view the designated office they are assigned in line with department policy	Min
BR_HRP_6029	1	HR	Employee Details	Enable the line manager to enter and maintain a designated office for the employee on a one Working agreement in line with department policy	Min
BR_HRP_6030	1	HR	Employee Details	Ensure MSS allows the manager to initiate requests to change work schedules	Min
BR_HRP_6031	1	HR	Employee Details	Enable line manager to review and respond to requests for Flexible Working, and to record the dates on which discussion meetings are held and decisions communicated	Min
BR_HRP_6032	1	HR	Employee Details	Prompt the line manager to generate a written response to the employee's Flexible Working request, outlining their decision (and reasons)	Min
BR_HRP_6033	1	HR	Employee Details	Enable the line manager to terminate a Home Working agreement after the end of a trial period (with reasons) and for the employee to be notified	Min
BR_HRP_6034	1	HR	Employee Details	Require the line manager to conduct an annual review of Home Working agreements with the employee, and to record and upload short notes of the meeting	Min
BR_HRP_6035	1	HR	Employee Details	Ensure that if a change is made to a position, the Work Schedule data change should automatically updated on the relevant employee record	Min

BR_HRP_6036	1	HR	Employee Details	Automatically calculate any amendments required to annual leave and public holiday entitlements plus any shift enhancements	Min
BR_HRP_6037	1	HR	Employee Details	Conduct a basic check that employees are eligible to submit a request for Home Working (i.e. have passed probation)	Min
BR_HRP_6038	1	HR	Employee Details	Prompt the line manager when a 6 Month trial period for Home Working is approaching expiry and requires review	Min
BR_HRP_6039	1	HR	Employee Details	Record Compressed Hours working patterns	Min
BR_HRP_6040	1	HR	Employee Details	Provide a document management solution that allows for easy scanning, upload and receiving of documents for the employee in question	Min
BR_HRP_6048	1	HR	Employee Details	Enable specialist roles to record and report on first aid certifications and expiry dates on an employee's record	Min
BR_HRP_6055	1	HR	Employee Details	Enable all people on loan to be employed by one department and deployed into another department, and for this to be clearly recorded in the HCM system	Min
BR_HRP_6057	1	HR	Employee Details	Auto calculate new pro-rata salary automatically following approval of a Flexible Working request	Min
BR_HRP_6059	1	HR	Employee Details	Deliver a number of key metric dashboards to managers based on their reporting hierarchy	Min
BR_HRP_6067	1	HR	Employee Details	Ensure alerts, notifications and reminders are built into the system, reminding involved parties to complete relevant actions/flag actions that are overdue	Min

BR_HRP_6073	1	HR	Employee Details	Enable an employee to request Compressed Hours via Self-Service	Min
BR_HRP_6074	1	HR	Employee Details	Enable the employee to apply for Flexible Working via Self-Service	Min
BR_HRP_6075	1	HR	Employee Details	Enable the employee to submit a request for Home Working	Min
BR_HRP_6076	1	HR	Employee Details	Enable an employee to be notified of the line managers decision at the end of the trial period for Home Working	Min
BR_HRP_6078	1	HR	Employee Details	Enable part time employees to request full time working hours via Self-Service and send notification to people up the chain of command for a decision to trigger on with action	Min
BR_HRP_6082	1	HR	Employee Details	Enable the employee to appeal against a decision regarding a Flexible Working request within 14 calendar days (or as per dept policy) of the managers decision	Min
BR_HRP_6084	1	HR	Employee Details	Enable the employee to withdraw their application for flexible working and/or before it is decided	Min
BR_HRP_6088	1	HR	Employee Details	Enable a line manager to record their decision regarding the Home Working request at the end of the trial period as per dept policy	Min
BR_HRP_6099	1	HR	Employee Details	Enable the line manager to update an employee's working pattern and its start date following approval of a Flexible Working request	Min
BR_HRP_6101	1	HR	Employee Details	Enable the line manager to approve/reject part time employees requests to become full time, to update the employee's work pattern, and for Payroll to be automatically updated	Min

BR_HRP_6102	1	HR	Employee Details	Enable the line manager to generate and submit a written response to the employee regarding the application for Home Working	Min
BR_HRP_6105	1	HR	Employee Details	Enable the line manager's manager to record their decision regarding the appeal for the Flexible Working request	Min
BR_HRP_6107	1	HR	Employee Details	Notify an employee of the line manager's decision on their request for Home Working	Min
BR_HRP_6108	1	HR	Employee Details	Notify the employee of the outcome of the review of the Home Working arrangement	Min
BR_HRP_6110	1	HR	Employee Details	Enable the line manager to record a designated office for the employee following the approval of a Home Working arrangement	Min
BR_HRP_6122	1	HR	Employee Details	Identify Non Exec Directors and Public Office Holders so they will be exempt from pension auto enrolment and minimum statutory requirements (sick leave)	Min
BR_HRP_6124	1	HR	Employee Details	Ability to re-instate a de-activated employee record	Min
BR_HRP_6126	1	HR	Employee Details	Block users from changing some parts of their personal details e.g. home address if they have a protected record	Min
BR_HRP_6127	1	HR	Talent & Succession	Provide the facility to report on employee participation in talent programmes (current and historic)	Min
BR_HRP_6128	1	HR	Talent & Succession	Enable specialists and employees to report on talent programmes attended	Min
BR_HRP_6129	1	HR	Talent & Succession	Provide reporting on talent ratings, Talent Pools and succession pipelines	Min



BR_HRP_6130	1	HR	Talent & Succession	Enable trend analysis to inform future tactical talent initiatives	Min
BR_HRP_6131	1	HR	Talent & Succession	Enable talent analytics to be used to identify potential future issues, gaps, and opportunities	Min
BR_HRP_6132	1	HR	Talent & Succession	Enable employees to outline their career aspirations, mobility etc	Min
BR_HRP_6133	1	HR	Talent & Succession	Enable line managers to view career profiles of their direct reports	Min
BR_HRP_6134	1	HR	Talent & Succession	Have the capability to provide the data required for talent review meetings	Min
BR_HRP_6135	1	HR	Talent & Succession	Offer Talent Management functionality within the new system	Min
BR_HRP_6136	1	HR	Talent & Succession	Require all eligible grades to have a talent assessment	Min
BR_HRP_6137	1	HR	Talent & Succession	Have the ability to record, administer and report on multiple full employee/manager talent review processes	Min
BR_HRP_6138	1	HR	Talent & Succession	Enable Talent Pools and networks to be managed	Min
BR_HRP_6139	1	HR	Talent & Succession	Enable predictive analysis to be used to identify areas for attention	Min
BR_HRP_6140	1	HR	Talent & Succession	Enable employee, line manager and specialists to record, view and edit employee development plans	Min
BR_HRP_6141	1	HR	Talent & Succession	Perform calibration of talent ratings - this may require multiple calibration stages and different numbers of stages may be required for different Talent Pools	Min

BR_HRP_6142	1	HR	Talent & Succession	Enable the line manager to record the outcomes of an annual career conversation at year end for all grades	Min
BR_HRP_6143	1	HR	Talent & Succession	Enable the line manager to record and make a talent assessment (Example talent tools include the 9 box grid / Progression Cycle) at year end	Min
BR_HRP_6149	1	HR	Talent & Succession	Record a function and a profession in each employee record	Min
BR_HRP_6153	1	HR	Talent & Succession	Support 180 and 360 degree question issue and feedback collation for eligible employees	Min
BR_HRP_6154	1	HR	Talent & Succession	Enable aggregated, metric-based talent ratings/markings to be used across employee groups for reporting and appropriate comparisons	Min
BR_HRP_6156	1	HR	Talent & Succession	Have the ability to record if an employee is or has attended a talent programme, the date attended, and which programme	Min
BR_HRP_6157	1	HR	Talent & Succession	Have the ability to record that an SCS employee has participated on an SCS talent programme	Min
BR_HRP_6161	1	HR	Talent & Succession	Provide the ability to track a full range of Talent Management characteristics (e.g.: Performance, Potential , 9 Box grid) through the complete lifecycle from applicant to leaver	Min
BR_HRP_6162	1	HR	Talent & Succession	Provide the ability to create and manage multiple Competency Frameworks. Ability to associate a set of skills to role profiles, specific job roles or positions	Min

BR_HRP_6163	1	HR	Talent & Succession	Provide the facility to store a list and level of competency and proficiency levels related to job roles that employees can use in their goal setting and performance review (e.g. apprenticeships)	Min
BR_HRP_6164	1	HR	Talent & Succession	Provide the facility to store and use multiple Talent Models (e.g. different n-boxes for different organisations)	Min
BR_HRP_6165	1	HR	Talent & Succession	Provide the ability to define typical/ recommended career paths for different functions/ geographies / professions	Min
BR_HRP_6166	1	HR	Talent & Succession	Provide the ability to create and manage role descriptions	Min
BR_HRP_6167	1	HR	Talent & Succession	Provide the ability to create and maintain multi-year and multi strand succession plans for key positions (e.g. multiple people in succession plan with varying levels of readiness and or 9-Box Grid). Ability to identify succession plans based on qualifications, professions etc.	Min
BR_HRP_6168	1	HR	Talent & Succession	Have the ability to record and assess competency levels. Find gaps between current and target competency sets	Min
BR_HRP_6169	1	HR	Talent & Succession	Provide the ability to create reports for the entire organisation/ parts of the business that summarise pipeline gaps, talent risks, opportunities for movement (e.g. Redeployment) and completion of development plans	Min
BR_HRP_6170	1	HR	Talent & Succession	Have the ability to identify and track key talent and potential successors	Min

BR_HRP_6171	1	HR	Talent & Succession	Provide the ability to build and report on comprehensive talent/ professional profiles (skills, education, experience, licenses, mobility preferences, career interests, language skills, etc)	Min
BR_HRP_6172	1	HR	Talent & Succession	Provide the ability to assess and report on an employee's potential, readiness, flight risk, etc. Ability to represent this information in an N-Box Grid, automatically pulling in information from other areas of the HCM system (e.g. performance data, salary information, etc.)	Min
BR_HRP_6173	1	HR	Talent & Succession	Provide the ability to view career path options, the sequence of possible future roles and understand future role expectations. Ability to link to role profiles and development requirements	Min
BR_HRP_6174	1	HR	Talent & Succession	Provide the function to assess successors' readiness and link into development planning	Min
BR_HRP_6175	1	HR	Talent & Succession	Have the ability to report on succession pipelines and aggregate for the entire organisation	Min
BR_HRP_6176	1	HR	Talent & Succession	Provide the ability to create internal Talent Pools based on custom criteria such as skills, potential, experience, graduates, etc.. Ability to track and compare internal candidates	Min
BR_HRP_6177	1	HR	Talent & Succession	Provide the ability to manage coaching/mentoring schemes	Min
BR_HRP_6178	1	HR	Talent & Succession	Monitor and analyse the effectiveness of talent initiatives in order to continuously improve talent development initiatives	Min

BR_HRP_6179	1	HR	Talent & Succession	Provide the ability to review and access all talent across the organisation in great depth to drive any future talent and development activities	Min
BR_HRP_6203	1	HR	Global Mobility	Maintain a record of changes for a full range of paid and unpaid staff ( E.g. Inward loans remaining on home dept payroll and unpaid ministers)	Min
BR_HRP_6204	1	HR	Global Mobility	Enable performance reviews to transfer with the CS so that the full performance period can be reflected upon	Min
BR_HRP_6205	1	HR	Global Mobility	Provide accurate data to enable workforce planning and engagement	Min
BR_HRP_6206	1	HR	Global Mobility	Enable Self-Service process for an employee to request and manage the commencement of a Loan or Secondment arrangement	Min
BR_HRP_6207	1	HR	Global Mobility	Enable recordings of loan start and end dates and details of the Department loaned to/from and the Department Line Manager/Contact details	Min
BR_HRP_6208	1	HR	Global Mobility	Provide notifications for loan changes such as extensions to Loan In/Out dates, to be communicated to all parties involved including the Authority loaned to/from contact	Min
BR_HRP_6209	1	HR	Global Mobility	Provide user Self-Service for managing and approving changes to an employee's Loan or Secondment arrangement	Min
BR_HRP_6210	1	HR	Global Mobility	Enable dashboards to flag when end date are approaching with notification sent to all parties including department transferred to/from contact	Min

BR_HRP_6211	1	HR	Global Mobility	Require online approval before confirmed Loan In end dates are altered	Min
BR_HRP_6212	1	HR	Global Mobility	Enable Self-Service processes to manage the return process and support an employee in ending a Loan arrangement	Min
BR_HRP_6213	1	HR	Global Mobility	Enable recording of Secondment start and end dates and details of the Department seconded to/from and the Department Line Manager/Contact details	Min
BR_HRP_6214	1	HR	Global Mobility	Process the both "Recurring" (Secondment Allowance) and "Non Recurring" (Secondment Bonus) Pay Components as required	Min
BR_HRP_6215	1	HR	Global Mobility	Enable Identification and Addition/removal of secondees-in from performance review awards as required	Min
BR_HRP_6216	1	HR	Global Mobility	Hold different annual leave entitlement values for workers seconded or loaned in to enable them to book using Self-Service	Min
BR_HRP_6217	1	HR	Global Mobility	Enable dashboards to flag when end date are approaching with notification sent to all parties including Department seconded to/from contact	Min
BR_HRP_6218	1	HR	Global Mobility	Enable Self-Service processes to manage the return process and support an employee in ending a secondment arrangement	Min
BR_HRP_6219	1	HR	Global Mobility	Enable workflow to confirm the Secondee-outs salary when they return	Min
BR_HRP_6220	1	HR	Global Mobility	Enable all Loan/Secondment records to be updated via workflows	Min

BR_HRP_6221	1	HR	Global Mobility	Enable the line manager to initiate a termination for a Loan-in/Secondment-in	Min
BR_HRP_6222	1	HR	Global Mobility	Identify employees who are in the Redeployment pool	Min
BR_HRP_6223	1	HR	Global Mobility	Enable advertising of roles to "Closed Pools" of employees (for example just those in Redeployment)	Min
BR_HRP_6224	1	HR	Global Mobility	Enable workflow to manage and support an employee's relocation (be it an departmental office location change or a transfer to an OGD) and where temporary, transfer back to the organisation	Min
BR_HRP_6225	1	HR	Global Mobility	Manage multiple relocation allowances at individual/employee level	Min
BR_HRP_6226	1	HR	Global Mobility	Enable employees on Permanent Transfer or Detached Duty to claim assistance/allowances	Min
BR_HRP_6227	1	HR	Global Mobility	Record, store digital copies and report on Right To Work information (i.e. visa type, start date, end date etc.). Trigger event notifications i.e., visa expiry; right to work expiry	Min
BR_HRP_6228	1	HR	Global Mobility	Provide Cross-Cluster Integration with the cross-government 'OGD transfer' process	Min
BR_HRP_6229	1	HR	Global Mobility	Provide interface information to other Civil Service Systems in the support of the Other Government department transfer process	Min
BR_HRP_6230	1	HR	Global Mobility	Manage OGD transfers, following defined protocols (e.g. split salary allocation for part of a month between the exporting/ importing department, benefits waiting periods, etc.)	Min

BR_HRP_6231	1	HR	Global Mobility	Manage TUPE/ COSOP transfers	Min
BR_HRP_6232	1	HR	Global Mobility	Enable workflow to interact with OGD users to submit details relating to a transfer	Min
BR_HRP_6233	1	HR	Global Mobility	Enable a line manager or employee to initiate a leaver process where reason is permanent transfer to OGD	Min
BR_HRP_6234	1	HR	Global Mobility	Enable workflow to capture workplace adjustments and implement workplace adjustments during the onboarding process	Min
BR_HRP_6235	1	HR	Global Mobility	Enable workflow to process the less than 6 month transfer payroll and OGD Salary Gross Rec	Min
BR_HRP_6236	1	HR	Global Mobility	Process transfers via a specialised On-Boarding process to collect relevant documents (Bank Details, Security Clearance) via a Self-Service process	Min
BR_HRP_6237	1	HR	Global Mobility	Enable dashboard reporting to cover attribution per department, per month, per year, including and excluding loans and secondments	Min
BR_HRP_6238	1	HR	Global Mobility	Enable forecasting where the workforce will be in the future - for example to understand when employees on loan into the organisation are expected to leave	Min
BR_HRP_6239	1	HR	Manage Organisation & Positions	Provide the function and tools to administer mass organisation changes with the application managing organisation structure, role and employee records, including easy and efficient restructuring tools	Min



BR_HRP_6240	1	HR	Manage Organisation & Positions	Provide the function to create hierarchical diagrams on organisations, positions and employees for live, point in time and draft structures	Min
BR_HRP_6241	1	HR	Manage Organisation & Positions	Provide the function to hold and maintain multiple organisation structures and their hierarchies (management, location, cost centre, position etc)	Min
BR_HRP_6242	1	HR	Manage Organisation & Positions	Provide the function to assign individuals to multiple positions within the same business organisation, but on different cost centres or locations	Min
BR_HRP_6244	1	HR	Manage Organisation & Positions	Provide the function to create and maintain multiple organisations with multiple terms and conditions e.g. working hours, salary scales, annual leave, sickness	Min
BR_HRP_6245	1	HR	Manage Organisation & Positions	Provide the tools and ability to integrate with 3rd party applications via APIs	Min
BR_HRP_6246	1	HR	Manage Organisation & Positions	Provide the function to model organisation structures for review and submit for approval, before releasing into live system	Min
BR_HRP_6247	1	HR	Manage Organisation & Positions	Provide the function to update Locations (Base location / Home contract) on an ad-hoc basis as requests come in from organisations asking for amendments to be made	Min
BR_HRP_6248	1	HR	Manage Organisation & Positions	Provide ability to define Posts/Positions attributes, such as but not limited to standard job families, job profiles, etc. that can then be applied and used for reporting purposes	Min

BR_HRP_6249	1	HR	Manage Organisation & Positions	Provide the function to easily create and modify Posts/Positions, adjusting hierarchies and workflows through 'superior', 'subordinate', and 'dotted' relationships as the organisation changes	Min
BR_HRP_6250	1	HR	Manage Organisation & Positions	Provide ability to assign and update key attributes to Posts/Positions with a recorded date history, including (but not limited to) employment status, T&Cs, salary range, cost centre, location, job family, function, profession, expected working hours, level of required security clearance, position sensitivity, etc. This should include both structured and free text definitions of a position, such as a Job Profile or Job Description	Min
BR_HRP_6252	1	HR	Manage Organisation & Positions	Provide the function to apply a unique reference number to all Posts/Positions within the business including vacancies	Min
BR_HRP_6253	1	HR	Manage Organisation & Positions	Provide the function to assign multiple Positions to a user and provide necessary authorisations required for each different Post	Min
BR_HRP_6254	1	HR	Manage Organisation & Positions	Provide the function to identify Posts/Positions within the solution based on specific criteria and tag / mark them accordingly based on user need – e.g. security clearance level	Min
BR_HRP_6255	1	HR	Manage Organisation & Positions	Provide the function to assign an individual to more than one organisational role (e.g. main role and a current acting up position or two part-time positions)	Min

BR_HRP_6256	1	HR	Manage Organisation & Positions	Provide the function to assign a person to a cost centre other than their position's default cost centre and ability to assign a person to multiple cost centres at any one time	Min
BR_HRP_6257	1	HR	Manage Organisation & Positions	Provide the tools and ability to troubleshoot i.e. find orphaned Posts/Positions	Min
BR_HRP_6258	1	HR	Manage Organisation & Positions	Provide the function to define standard letter templates (pre-populated with employee/position data as required) for a full range of employee change and allow content to be varied by a range of factors e.g. organisation, location and terms and conditions	Min
BR_HRP_6259	1	HR	Manage Organisation & Positions	Provide the function to oversee a person's employment history, with dates and information related to the change e.g. promotions, changes in working hours etc	Min
BR_HRP_6260	1	HR	Manage Organisation & Positions	Provide the function to close a position within the organisational structure with approval process, update impacted employee records and update recruitment process	Min
BR_HRP_6261	1	HR	Manage Organisation & Positions	Enable workflow to automate the collection of Post/Position change or creation	Min
BR_HRP_6262	1	HR	Manage Organisation & Positions	Provide the ability to create, track and report on the organisation structure as a set of Posts/Positions with direct and dotted line (matrix) relationships	Min

BR_HRP_6263	1	HR	Manage Organisation & Positions	Provide the function to report on Posts/Positions attributes (including employee's filling a position), the organisation structure and organisation attributes for any period of time, such that it is possible to see the "history" of a Post/Position (unlimited, at a date in the past), at today's date and at a chosen date in the future. All changes are automatically reflected	Min
BR_HRP_6264	1	HR	Manage Organisation & Positions	Report on Posts/Positions that are unfilled or unoccupied, i.e. a vacancy list	Min
BR_HRP_6265	1	HR	Manage Organisation & Positions	Provide the function to prepare organisation and headcount reports in different formats (e.g. include/ exclude incumbent names, etc.)	Min
BR_HRP_6266	1	HR	Manage Organisation & Positions	Provide automation to reassign line management up the hierarchical structure when line manager position is vacant and reverse this assignment when the vacant line manager position is filled.	Min
BR_HRP_6267	1	HR	Onboarding	Create an employee record through automated means once an appropriate offer is accepted (i.e. post security checks and may be formal offer) by the prospective employee. The signal for the creation for the employee record needs to come from the Recruitment/ATS system	Min
BR_HRP_6268	1	HR	Onboarding	Enable specialist roles to access and to report on employees who have attended inductions including any associated reporting	Min

BR_HRP_6269	1	HR	Onboarding	Enable employees to enter emergency contact details via Self-Service	Min
BR_HRP_6270	1	HR	Onboarding	Enable employees to enter/confirm home address via Self-Service	Min
BR_HRP_6271	1	HR	Onboarding	Prompt and enable an employee to enter/update diversity data via Self-Service	Min
BR_HRP_6272	1	HR	Onboarding	Enable an employee to complete and submit New Starter Declaration equivalent for tax purposes if they do not have a P45	Min
BR_HRP_6273	1	HR	Onboarding	Enable an employee to upload identity documents when its requested	Min
BR_HRP_6274	1	HR	Onboarding	Provide facility to enable line manager or business manager +1 to confirm that a new starter has arrived on their first day, and for payroll to be updated; where the employee has not or will not attend work on their agreed start date, enable the ability for the line manager to be notified and actions pursue to resolve	Min
BR_HRP_6275	1	HR	Onboarding	Have the ability to differentiate between different candidate types (existing civil service employees, existing Authority employees, external candidates), and have different processes and forms for the different candidate types	Min
BR_HRP_6276	1	HR	Onboarding	Welcome the new hire, introduce the culture and mission of the organisation, and facilitate meeting colleagues and mentors	Min

BR_HRP_6277	1	HR	Onboarding	Enable employees to enter via Self-Service one personal bank account to which salary and expenses can be paid, and for payroll to be automatically updated	Min
BR_HRP_6278	1	HR	Onboarding	Provide the ability for employees to add NI if one doesn't exist via Self-Service, but not to amend NI if one does exist	Min
BR_HRP_6279	1	HR	Onboarding	Provide onboarding apps and tools for new hires and hiring managers	Min
BR_HRP_6280	1	HR	Onboarding	Enable a new employee to book onto an induction event from within the Service System	Min
BR_HRP_6293	1	HR	Onboarding	Enable employees to enter bank details and NI information as civil service internal transferee (i.e. not as part of recruitment and Onboarding)	Min
BR_HRP_6298	1	HR	Onboarding	Enable interns to have a profile created enabling them to self-serve, where appropriate	Min
BR_HRP_6299	1	HR	Onboarding	Prevent a new starter receiving nil pay in the event that they fail to add their personal bank details via self-service, control mechanism need to flag where bank details are missing to appropriate specialist roles	Min
BR_HRP_6301	1	HR	Onboarding	Enable central bulk upload of new starters and notification to services team of arrivals and non-arrivals on first day	Min
BR_HRP_6302	1	HR	Onboarding	Provide the ability to amend start details and automatically update workflows	Min
BR_HRP_6303	1	HR	Onboarding	Enable completed security forms to be checked by a central team before submission to vetting team	Min

BR_HRP_6304	1	HR	Onboarding	Provide the ability to capture and provide tools to upload workplace adjustments passport (OGD transfers) and implement workplace adjustments during the onboarding process	Min
BR_HRP_6305	1	HR	Onboarding	Provide flexibility to redirect the security clearance process to a manual process when required	Min
BR_HRP_6308	1	HR	Onboarding	Provide the ability to onboard re-instatement and re-employment cases and ensure links to previous Civil Service employment history.	Min
BR_HRP_6309	1	HR	Onboarding	Provide the ability to flag records for those that are on a career break, long term leave (such as maternity) and recent leavers	Min
BR_HRP_6310	1	HR	Onboarding	Provide the ability to add a new joiner who has been recruited offline	Min
BR_HRP_6311	1	HR	Onboarding	Provide the ability to manage and track the on-boarding process e.g. offer and contract generation, candidate notification and acceptance, pre-reference (including electronic signatures for required documentation) and security checking, pre-start date engagement and induction	Min
BR_HRP_6312	1	HR	Onboarding	Automatically inform/interface with other functions within departments/providers that a new joiner will be starting (user management, facilities etc.). Suggest equipment, training, etc. based on defined eligibility criteria. Allow managers to override defaults	Min

BR_HRP_6313	1	HR	Onboarding	Provide the ability to create a full range of paid and unpaid new starter records (Ex: Department transfer without payroll change, agency workers)	Min
BR_HRP_6314	1	HR	Onboarding	Provide the ability for personnel records to be immediately live in the solution after creation and ability to create personnel records prior to commencement of employment which remain inactive until a predefined date (e.g. start date)	Min
BR_HRP_6315	1	HR	Onboarding	Provide the ability to interface information from other Civil Service Systems in the support of the Other Government department transfer process	Min
BR_HRP_6317	1	HR	Onboarding	Record the start/end of an individual's probationary period of varying lengths	Min
BR_HRP_6318	1	HR	Onboarding	Allow the reporting of key performance metrics defined by user groups such as time to onboard	Min
BR_HRP_6319	1	HR	Onboarding	Provide reporting capability to support the management of the End-to-End (e2e) onboarding process	Min
BR_HRP_6320	1	HR	Onboarding	Allow tracking of onboarding process by employee looking at the completeness of the onboarding process (e.g., has the new employee completed training courses, has the employee entered all details both mandatory and optional)	Min
BR_HRP_6322	1	HR	Onboarding	Allow integration of all digital forms so the data can be easily loaded without manual handling	Min



BR_HRP_6324	1	HR	Onboarding	Raise a flag to the line manager when there is a no show and prompt action by the line manager by providing contact details for them to contact the no show employee	Min
BR_HRP_6325	1	HR	Onboarding	Allow standardised messages to be recorded for all communication to new employees	Min
BR_HRP_6330	1	HR	Onboarding	Provide a facility for responsible individuals to have a onboarding checklist	Min
BR_HRP_6332	1	HR	Onboarding	Allow contingent labour to occupy vacant positions within the Organisational Hierarchy/Position Management	Min
BR_HRP_6333	1	HR	Onboarding	Allow pre hires to attach and provide information such as their proof of training records and qualifications as attested to in their CV during the application process as required by the Department	Min
BR_HRP_6334	1	HR	Onboarding	Provide the facility to communicate/notify provisioning teams in the event of a user withdrawing from an accepted position so that their laptop, building pass and vetting activity can be stopped	Min
BR_HRP_6338	1	HR	Manage Organisation & Positions	Have the ability to synchronise changes made to existing finance structures to HR organisational structures on a managed basis	Min
BR_HRP_6342	1	HR	Mgmt & Disc	Allow access to specialist teams to specific information and provide the ability to extract information in bulk format	Min

BR_HRP_6343	1	HR	Learning & Development	Allow content such as podcasts and videos to be presented through the system's Learning Management Portal	Min
BR_HRP_6349	3	HR	Payroll	Allow the organisation to request and for employees to record any conflicts of interest	Min
BR_HRP_6350	1	HR	Recruitment	Allow the organisation to request and employees to record any conflicts of interest	Min
BR_HRP_6351	1	HR	Employee Details	Allow the recording of any conflicts of interest data (e.g. SCS data to support transparency reporting requirements)	Min
BR_HRP_6352	1	HR	Induct & Disc	Meet legal and audit requirements in information provision and workflow exchange	Min
BR_HRP_5681	1	HR	Off Boarding	Automatically notify departments HR and IT of the impending leaver taking account of any exceptions	Min
BR_HRP_6081	1	HR	Employee Details	Enable the employee to be informed of the line manager's decision regarding their appeal for a Flexible Working request and the reason for the decision as per department policy	Min
BR_HRP_6085	1	HR	Employee Details	Enable the employee to serve 3 months' notice to terminate a Home Working agreement and for the line manager to be notified as per dept policy	Min
BR_HRP_6086	1	HR	Employee Details	Enable a line manager to review and approve/deny a request for Compressed Hours as per dept policy	Min
BR_HRP_6087	1	HR	Employee Details	Enable the line manager to approve/deny a request for Home Working as per dept policy	Min

BR_HRP_6089	1	HR	Employee Details	Enable a line manager to enter an end date/review date for a Home Working arrangement as per dept policy	Min	
BR_HRP_6090	1	HR	Employee Details	Enable the line manager to enter the outcome of the review of the Home Working arrangement as per dept policy	Min	
BR_HRP_6091	1	HR	Employee Details	Enable the line manager to enter the date of the review meeting of the Home Working arrangement as per dept policy	Min	
BR_HRP_6092	1	HR	Employee Details	Enable the line manager to enter a further date for review of the Home Working arrangement as per dept policy	Min	
BR_HRP_6097	1	HR	Employee Details	Enable the line manager to record their decision regarding the Flexible Working request (if a denial, must be against one of the 8 permissible reasons) as per dept policy	Min	
BR_HRP_6346	1	HR	Recruitment	Allow the creation of reserve lists	Min	
BR_HRP_6347	1	HR	Recruitment	Support the ability to link to 3rd party screening services as part of the employee checks	Min	
BR_HRP_6348	1	HR	Recruitment	Support the recording and storage of Right to Work information as this is a legal requirement	Min	
BR_HRP_6430	1	HR	Recruitment	Support the creation of talent pools	Min	

## Section 2. Not Minimum - Functional Requirements

ID	Grouping	FR Category	Sub Category	FR Description	Priority (Min/Not Min)	Tenderer Response	Tenderer Comments
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BR_HRP_5020	1	HR	Workforce Planning	Ensure the workforce planning modelling tool will have the capacity to include both workforce and non-workforce related datasets. Where the workforce requirements are determined by providing a service (3rd party resource) the relevant data will be used for modelling.	Not Min
BR_HRP_5031	1	HR	Workforce Planning	Ensure the forecasted shape of the business (based on business requirements and current state) will drive budget requests	Not Min
BR_HRP_5099	1	HR	Recruitment	Enable the line manager to seek and receive approval to recruit by either the approval to recruit into an existing position, or the approval for a new position to be created	Not Min
BR_HRP_5104	1	HR	Recruitment	Automatically identify re-hires and the calculation of Continuous Service Dates in accordance with policy and offer provision for overrides	Not Min
BR_HRP_5107	1	HR	Recruitment	Enable reporting on talent pipelines and Talent Pools via an effective integration with 3rd party recruitment system(s)	Not Min
BR_HRP_5109	1	HR	Recruitment	Support the process of employee checks such as background checks, security checks, reference checks, driver licenses and record their outcome.	Not Min
BR_HRP_5111	1	HR	Recruitment	Enable overview of security clearance progress via effective integration with 3rd party system	Not Min
BR_HRP_5126	1	HR	Age Performance	Enable mandatory financial objective for all budget holders	Not Min

BR_HRP_5131	1	HR	age Perform	Allow performance rating only to become visible to employees (depending on HR policy) whether post Calibration and manager +1 / Department approval (depending on HR policy / sign off decision)	Not Min
BR_HRP_5137	1	HR	age Perform	Enable cascading of authority goals/objectives throughout the Department and/or parts of the Department	Not Min
BR_HRP_5138	1	HR	age Perform	Enable goal/objective setting to be social and transparent with colleagues setting, sharing and collaborating on goals online	Not Min
BR_HRP_5139	1	HR	age Perform	Ensure a mandatory corporate objectives are required	Not Min
BR_HRP_5140	1	HR	age Perform	Ensure all line managers have a mandatory line management objective, where applicable	Not Min
BR_HRP_5144	1	HR	age Perform	Enable hierarchy goal objective setting to be linked back to the Department objectives	Not Min
BR_HRP_5158	1	HR	age Perform	Provide suggested actions, reminders and next steps, allowing the manager responsible for performance conversations to be informed about potential actions for consideration	Not Min
BR_HRP_5169	1	HR	age Perform	Enable the "People Standards for the Profession" framework to be used for competency assessments for employees	Not Min

BR_HRP_5171	1	HR	age Perform	Enable the use of model profiles informing performance review meetings between managers, e.g. behaviours against model profiles set up within the system (similar requirements for similar/ same jobs, could be useful for some Department(performance and capability))	Not Min
BR_HRP_5184	1	HR	age Perform	Enable the Appeal Manager to upload notes of the appeal meeting	Not Min
BR_HRP_5185	1	HR	age Perform	Allow the employee to register an appeal against a decision taken under the formal poor performance procedure	Not Min
BR_HRP_5186	1	HR	age Perform	Enable the line manager to generate and issue a meeting invite letter (using model letter templates) to an employee under the managing poor performance process	Not Min
BR_HRP_5187	1	HR	age Perform	Enable the line manager to generate and issue a letter (using model letter templates) confirming the outcome of the formal poor performance meeting	Not Min
BR_HRP_5188	1	HR	age Perform	Ensure the line manager seeks HR or casework support before issuing a letter confirming dismissal due to poor performance (We also need an employees who has been dismissed to be sent a hard copy letter sent to their home address)	Not Min
BR_HRP_5189	1	HR	age Perform	Ensure the line manager seeks HR or casework advice prior to Downgrading the employee as an alternative to dismissal under the formal poor performance procedure	Not Min

BR_HRP_5206	1	HR	Duct & Disc	Notify the responsible HRBP if a dispute has not had an outcome recorded within the maximum days of the dispute been registered in line with the Department policy	Not Min
BR_HRP_5210	1	HR	Duct & Disc	Conduct a basic check to ensure the complaint has been raised within the maximum months of the incident, in line with Department policy	Not Min
BR_HRP_5211	1	HR	Duct & Disc	Ensure suggested actions, reminders and next steps are built within the Service System, allowing the manager responsible for managing sensitive issues to be informed about potential actions for consideration	Not Min
BR_HRP_5212	1	HR	Duct & Disc	Initiate an appeals process when, for example, an employee is being made redundant; a grievance is successfully made against an individual; or when an employee disagrees with the decision of a Disciplinary case	Not Min
BR_HRP_5235	1	HR	Duct & Disc	Enable the line manager or HR to enter (on behalf of the Appeal Manager) the date of the appeal hearing, the Appeal Manager's identity and the outcome of the appeal	Not Min
BR_HRP_5245	1	HR	Duct & Disc	Enable external as well as internal users to review cases within the Service System, and have the ability to record and update the records e.g. case worker, mediator, investigations manager	Not Min
BR_HRP_5313	3	HR	Payroll	Enable employees to view repaid and outstanding amounts against various benefit schemes via Self-Service (e.g. the Cycle to Work)	Not Min

BR_HRP_5315	3	HR	Payroll	Enable Commercial Leads and Associate Commercial Specialists to be awarded in year bonuses by their line manager (no HR approval required)	Not Min
BR_HRP_5318	3	HR	Payroll	Validate payroll loan requests raised by employees against eligibility criteria contained in policy	Not Min
BR_HRP_5323	3	HR	Payroll	Restrict employees to making one claim per week for overtime, travelling time and excess hours	Not Min
BR_HRP_5326	3	HR	Payroll	Allow employee to maintain voluntary deduction payments via Self-Service, and payroll to automatically pay correct value including any retro calculations	Not Min
BR_HRP_5327	3	HR	Payroll	Enable line manager to access payroll reports/dashboards for their team/cost code to check payments and cost code allocation	Not Min
BR_HRP_5336	3	HR	Payroll	Produce a payroll report for the purpose of identifying employees that need to be moved into the current default pension scheme e.g. for Classic to Alpha	Not Min
BR_HRP_5341	3	HR	Payroll	Produce a payroll report for the purpose of RTI validation checks to highlight data issues that need rectification to prevent a future RTI failure	Not Min
BR_HRP_5342	3	HR	Payroll	Produce a payroll report for the purpose of a reasonable check of the overall payroll payments against previous Month	Not Min
BR_HRP_5343	3	HR	Payroll	Produce a payroll report for the purpose of identifying new entrants on Post Civil Service Reform terms and conditions where they do not have qualifying earnings	Not Min



BR_HRP_5344	3	HR	Payroll	Produce a payroll report for the purpose of identifying employees with up to Conditioned Hours claims	Not Min
BR_HRP_5345	3	HR	Payroll	Produce a payroll report for the purpose of identifying unexpected payments	Not Min
BR_HRP_5346	3	HR	Payroll	Produce a payroll report for the purpose of interrogating overtime claims	Not Min
BR_HRP_5347	3	HR	Payroll	Produce a payroll report for the purpose of identifying pension mismatches	Not Min
BR_HRP_5348	3	HR	Payroll	Produce a payroll report for the purpose of identifying employees with missing bank details	Not Min
BR_HRP_5350	3	HR	Payroll	Produce a payroll report for the purpose of Court Order Acknowledgement letters sent to court to confirm that their court order has been received	Not Min
BR_HRP_5351	3	HR	Payroll	Produce a payroll report that identifies all Leavers with a court order	Not Min
BR_HRP_5352	3	HR	Payroll	Provide Payroll with a Court Order summary of deductions report to advise third parties of deductions made through payroll	Not Min
BR_HRP_5353	3	HR	Payroll	Produce a payroll report for the purpose of voluntary deductions actual and variances used for remittances	Not Min
BR_HRP_5437	3	HR	Payroll	Provide the ability to run a group of related reports in accordance to a defined schedule	Not Min
BR_HRP_5472	1	HR	Health & V	Enable the line manager to trigger an Occupational Health referral and record that a referral has been raised	Not Min

BR_HRP_5473	1	HR	Health & V	Enable teams (e.g., line managers and HR Operations) to continuously update each other on the expected time frames of employee return from sickness absence	Not Min
BR_HRP_5490	1	HR	Health & V	Ensure advice is available for employee on when their statutory or Departmental leave (adoption/paternity/maternity/ShPL) can start and the number of days statutory or the Department leave they are entitled	Not Min
BR_HRP_5509	1	HR	Health & V	Accept submission of a business case to support an application for a career break	Not Min
BR_HRP_5510	1	HR	Health & V	Enable employees to sign/agree to a Career Break Agreements within the system	Not Min
BR_HRP_5541	1	HR	Health & V	Tailor notifications to workers based on absence reason e.g. mental health absences get email listed MH support information	Not Min
BR_HRP_5579	1	HR	Health & V	Allow an employee to upload evidence that they are responsible for a child	Not Min
BR_HRP_5617	1	HR	Health & V	Enable the line manager to propose demotion of an employee once all the Department steps have being followed	Not Min
BR_HRP_5618	1	HR	Health & V	Provide the ability for a Decision Manager to propose demotion of an employee who does not report to them in line with Department policy	Not Min
BR_HRP_5631	1	HR	Health & V	Provide employees with the ability to request overtime payments in lieu of using Flexi Credit in line with Department holiday	Not Min

BR_HRP_5635	1	HR	Health & V	Automatically check an employee's eligibility to apply to participate in Flexi Time working	Not Min
BR_HRP_5636	1	HR	Health & V	Ensure the maximum amount of Flexi Credit that all staff (including full/part-time/compressed) can carry over to the next period is in accordance with current Department policy	Not Min
BR_HRP_5643	1	HR	Health & V	Allow annual leave to be used to clear flexi leave debit, subject to line manager approval	Not Min
BR_HRP_5644	1	HR	Health & V	Allow an employee to make a statutory request for Flexible Working (this is not the same as Flexi Time)	Not Min
BR_HRP_5670	1	HR	Health & V	Provide facility to enable an employee to purchase additional annual leave through ESS	Not Min
BR_HRP_5678	1	HR	Health & V	Have the ability to report on number of reservists	Not Min
BR_HRP_5683	1	HR	Off Boarding	Assign a task to the line manager to hold an exit interview with unplanned leavers	Not Min
BR_HRP_5684	1	HR	Off Boarding	Enable the line manager or central services team to record the outputs of an exit interview held with an unplanned leaver	Not Min
BR_HRP_5686	1	HR	Off Boarding	Enable clear guidance for the Offboarding process, timelines and implications outlined is provided on the HR portal	Not Min
BR_HRP_5701	1	HR	Off Boarding	Prompt the employee to download payslip, P60 and other associated statements prior to their last day of service	Not Min
BR_HRP_5704	1	HR	Off Boarding	Conduct a basic check that the employee is eligible to apply for partial retirement	Not Min

BR_HRP_5705	1	HR	Off Boarding	Conduct a basic check that the employee is eligible to retire	Not Min
BR_HRP_5716	1	HR	Off Boarding	Prompt and enable line manager to record the date of meeting held to discuss the ending of the fixed term contract	Not Min
BR_HRP_5719	1	HR	Off Boarding	Enable employees to view their pension age according to the scheme participation	Not Min
BR_HRP_5721	1	HR	Off Boarding	Require a minimum notice for an employee to retire on actuarially reduced retirement	Not Min
BR_HRP_5728	1	HR	Off Boarding	Enable a line manager to request pension benefit calculation for an employee who has been approved for medical retirement	Not Min
BR_HRP_5738	1	HR	Off Boarding	Provide the ability to create a to-do list for all roles in process of exit automatically based on due dates for the tasks across all business areas and send reminders and escalation emails	Not Min
BR_HRP_5747	1	HR	Off Boarding	Require a minimum of 3 Months' notice for an employee to voluntarily retire	Not Min
BR_HRP_5762	1	HR	Reward	Provide bots to intake, review and aggregate annual compensation submissions, then enter the information into the appropriate compensation on the HCM system	Not Min
BR_HRP_5763	1	HR	Reward	Provide RPA or other automatic capability to automate auditing and quality check data before, during and after annual processes	Not Min

BR_HRP_5764	1	HR	Reward	Administer pre written notifications and follow ups which are sent by RPA during compensation processes. For example during the annual award process, bots may be used to send out communications according to the programme schedule, and follow up with managers on outstanding submissions	Not Min
BR_HRP_5765	1	HR	Reward	Provide RPA to automate letters and other document generation. Bots may be configured to send out pre written notifications during and after the annual compensation review	Not Min
BR_HRP_5766	1	HR	Reward	Provide RPA to automate salary change letters and other document generation based on pre-approved templates	Not Min
BR_HRP_5767	1	HR	Reward	Enable employees to see own position in pay band	Not Min
BR_HRP_5769	1	HR	Reward	Automatically perform a check whether an employee falls under the % increase or the bottom of the pay band whichever is the most and apply correct uplift in line with Department policy	Not Min
BR_HRP_5784	1	HR	Reward	Ensure employees receive an advance of salary to purchase a bicycle under the cycle to work scheme	Not Min
BR_HRP_5785	1	HR	Reward	Enable an employee to apply to participate in the cycle to work scheme (hire equipment) via the benefits portal from within the service system	Not Min
BR_HRP_5786	1	HR	Reward	Notify an employee when their application to participate in the cycle to work scheme has been approved	Not Min

BR_HRP_5787	1	HR	Reward	Enable the employee to access the employee discount scheme within the service system	Not Min
BR_HRP_5789	1	HR	Reward	Automatically check an employee's eligibility to apply for an interest free loan under the cycle to work scheme	Not Min
BR_HRP_5790	1	HR	Reward	Support automation of benefits eligibility for different employee populations	Not Min
BR_HRP_5791	1	HR	Reward	Provide bots for use to send pre-written notifications and follow ups during benefits processes and enrolments	Not Min
BR_HRP_5792	1	HR	Reward	Enable the employee to choose between vouchers or additional leave as their long service award (and for leave to be automatically updated if leave is chosen)	Not Min
BR_HRP_5793	1	HR	Reward	Enable specialist roles to identify employees who are eligible for 25/40/50 yearlong service awards at any point in time	Not Min
BR_HRP_5794	1	HR	Reward	Enable specialist roles to be informed when an employee has selected vouchers as their long service award	Not Min
BR_HRP_5795	1	HR	Reward	Enable applications for voluntary exit to be administered on the HCM System	Not Min
BR_HRP_5796	1	HR	Reward	Enable applicants to track their status on the voluntary exit scheme on an online dashboard	Not Min
BR_HRP_5797	1	HR	Reward	Enable an employee to raise a request for voluntary Downgrading via Self-Service	Not Min

BR_HRP_5798	1	HR	Reward	Prompt line managers to provide response to whether a voluntary Downgrading request can be accommodated within current team, at the agreed maximum day in line with Department policy	Not Min
BR_HRP_5799	1	HR	Reward	Enable a line manager to transfer an employee to a lower graded role within their span of control for the reason of "voluntary Downgrading", and for payroll to be automatically updated and the employee notified	Not Min
BR_HRP_5800	1	HR	Reward	Have the ability to integrate data and support consistent levelling and job structures	Not Min
BR_HRP_5801	1	HR	Reward	Provide bots to intake, review and aggregate benefits invoices and billing to help automate these tasks in partnership with vendors	Not Min
BR_HRP_5802	1	HR	Reward	Enable business managers to review and approve/deny a request for approval to issue a thank you e-voucher	Not Min
BR_HRP_5803	1	HR	Reward	Require the employee to confirm/acknowledge receipt of a thank you e-voucher	Not Min
BR_HRP_5804	1	HR	Reward	Enable line managers to initiate a request for approval to issue a thank you e-voucher, routed to the business manager for approval	Not Min
BR_HRP_5805	1	HR	Reward	Notify the line manager when a request to issue a thank you e-voucher has been approved/rejected	Not Min

BR_HRP_5806	1	HR	Reward	Ensure that in the event that a request to issue a thank you e-voucher is approved; It will enable the line manager to use that approval to place the order via the appropriate benefits provider portal (e.g., mylifestyle)	Not Min
BR_HRP_5813	1	HR	Reward	Support the nomination process for SCS corporate recognition scheme - enabling nominations to be made and routed to HR Pay and Reward team on an agreed basis (e.g. quarterly)	Not Min
BR_HRP_5878	1	HR	Reward	Enable line managers to request a recruitment and retention allowance for a team member, by completing a business case and for it to be routed to a HRBP	Not Min
BR_HRP_5879	1	HR	Reward	Enable a line manager to initiate a request for a finance allowance to be paid to a team member, and for this request to be routed to HRBP and Head of Reward for approval	Not Min
BR_HRP_5881	1	HR	Reward	Enable specialist roles to initiate a recruitment and retention allowance for an employee, and for payroll to be automatically updated	Not Min
BR_HRP_5882	1	HR	Reward	Enable specialist roles to cease a recruitment and retention allowance and for payroll to be automatically updated	Not Min
BR_HRP_5883	1	HR	Reward	Enable a specialist role to amend a recruitment and retention allowance and for payroll to be updated automatically	Not Min



BR_HRP_5884	1	HR	Reward	Enable specialist roles to view requests for finance allowances and supporting evidence, and approve/reject accordingly with payroll updated automatically	Not Min
BR_HRP_5885	1	HR	Reward	Notify a line manager and employee when a recruitment and retention allowance has been initiated	Not Min
BR_HRP_5886	1	HR	Reward	Provide advance notification to line manager and employee when an allowance has been ceased and payment stopped (to make a case for an extension if needed)	Not Min
BR_HRP_5887	1	HR	Reward	Notify a line manager and employee when a recruitment and retention allowance has been amended	Not Min
BR_HRP_5888	1	HR	Reward	Have the capability to auto calculate weekend premium allowance using the formula outlined in the Department policy	Not Min
BR_HRP_5889	1	HR	Reward	Have the capability to auto calculate night shift allowance using the formula contained in the Department policy	Not Min
BR_HRP_5890	1	HR	Reward	Provide the ability to pay a secondment allowance to implement a pay uplift	Not Min
BR_HRP_5903	1	HR	Reward	Notify the employee that an In Year bonus has been awarded, and the reasons for the award	Not Min
BR_HRP_5904	1	HR	Reward	Enable line managers to nominate an employee for the quarterly band A-C In Year bonus scheme - request is routed to the units senior management team for review	Not Min

BR_HRP_5905	1	HR	Reward	Enable the senior management and the pay & reward team to review and approve/reject a nomination for all grades In Year bonus scheme, and for payroll to be automatically updated	Not Min
BR_HRP_5906	1	HR	Reward	Notify line manager and nominator when a nomination for the quarterly bands A-C In Year bonus scheme has been decided	Not Min
BR_HRP_5907	1	HR	Reward	Support the nomination process for SCS grade in-year bonuses - enabling nominations to be made and routed to HR Pay and Reward team on a quarterly basis	Not Min
BR_HRP_5908	1	HR	Reward	Automatically notify the employee if they are due a long service award	Not Min
BR_HRP_5909	1	HR	Reward	Provide the ability to make payments after an employee has left the service	Not Min
BR_HRP_5917	1	HR	Reward	Have the ability to calculate a performance award and pay it	Not Min
BR_HRP_5920	1	HR	Reward	Ensure that final compensation statements are made available upon completion of the process and employees are able to access them individually	Not Min
BR_HRP_5921	1	HR	Reward	Enable specialists (CoE) to monitor and analyse the effectiveness of benefit programs by using metrics such as benchmark data, health trends, costs and health outcomes	Not Min
BR_HRP_5922	1	HR	Reward	Support automation of report generation, formatting & distribution of compensation benchmark data	Not Min
BR_HRP_5924	1	HR	Reward	Ensure the formatting and distribution of benefit benchmark data is automated	Not Min

BR_HRP_5934	1	HR	Learning & Development	Enable specialist roles to generate a "repaying further education costs" letter, edit as appropriate and transmit to the employee	Not Min
BR_HRP_5935	1	HR	Learning & Development	Enable specialist roles to edit/update and retransmit the "repaying further education costs" letter before the employee has agreed to it	Not Min
BR_HRP_5936	1	HR	Learning & Development	Enable the line manager to view applications for Adult Education Funding that have been approved	Not Min
BR_HRP_5937	1	HR	Learning & Development	Prompt specific role for a decision as to whether costs should be repaid when an employee leaving action is initiated within a defined time period of the course ending	Not Min
BR_HRP_5938	1	HR	Learning & Development	Allow checks (automated where possible) for an employee's eligibility to apply for Adult Education Funding, check for example include Tenure of Service, Checks on any disciplinary action, absence issues	Not Min
BR_HRP_5939	1	HR	Learning & Development	Prevent specialist roles editing a "repaying further education costs" letter after the employee has agreed to it	Not Min
BR_HRP_5940	1	HR	Learning & Development	Prevent employee declining a "repaying further education costs letter" after they have agreed to it	Not Min
BR_HRP_5942	1	HR	Learning & Development	Enable line managers to enrol for Leadership development activities via a link in the system to the Civil Service Learning platform	Not Min
BR_HRP_5946	1	HR	Learning & Development	Allow employee access the Civil Service Learning offerings on the Civil Service Learning platform	Not Min

BR_HRP_5948	1	HR	Learning & Development	Enable SCS grade employees to seek approval to access external courses through the Authority's chosen providers	Not Min
BR_HRP_5952	1	HR	Learning & Development	Alert line managers when a direct report has not completed required Mandatory Training	Not Min
BR_HRP_5953	1	HR	Learning & Development	Alert line managers when a direct report training has expired	Not Min
BR_HRP_5956	1	HR	Learning & Development	Enable specialist roles (HR L&D) to report on learning histories by pay grade, team, function, directorate, profession, location and other employee criteria via Self-Service	Not Min
BR_HRP_5958	1	HR	Learning & Development	Enable specialist roles to initiate a single PO request for a learning activity to cover multiple employees	Not Min
BR_HRP_5968	1	HR	Learning & Development	Provide access to multiple learning related systems visible to the end user (i.e. ERP plus LMS plus External LMS)	Not Min
BR_HRP_5969	1	HR	Learning & Development	Provide the ability to upload different terms and conditions for further training	Not Min
BR_HRP_5980	1	HR	Contingent & Other Workers	Provide automated integrations, feeding relevant contingent worker contract end information to downstream systems and processes (i.e. IT, security), thereby triggering relevant actions	Not Min

BR_HRP_5985	1	HR	Contingent & Other Workers	Enable line manager to confirm to employee that a fixed term appointment will end and the reasons for it (model template letters)	Not Min
BR_HRP_5986	1	HR	Contingent & Other Workers	Prompt and enable line manager to record the date of meeting held to discuss the ending of the fixed term contract	Not Min
BR_HRP_6041	1	HR	Employee Details	Ensure that employees are prompted to review their personal data on a regular basis and identify incorrect data	Not Min
BR_HRP_6042	1	HR	Employee Details	Enable an employee to complete/co-edit a Workplace Adjustment Passport (including Carers passport facility)	Not Min
BR_HRP_6043	1	HR	Employee Details	Enable the line manager to view the relevant mobility clause for a direct report	Not Min
BR_HRP_6044	1	HR	Employee Details	Ensure that employee signatures are only requested where there is a legal or regulatory requirement to do so - the use of e-signatures is enabled where possible	Not Min
BR_HRP_6045	1	HR	Employee Details	Provide a multi-channelled approach for HR customer queries that allows interactions through multiple intake channels and technologies (integrated platforms, mobile-first apps, IVR)	Not Min
BR_HRP_6046	1	HR	Employee Details	Ensures that integration between all HR systems and any document management solution allows seamless storage of documentation	Not Min

BR_HRP_6047	1	HR	Employee Details	Record the review dates of Workplace Adjustment Passports, view historical dates, and report on these dates (including Carers passport facility)	Not Min
BR_HRP_6049	1	HR	Employee Details	Enable First Aiders to complete and submit First Aid Report forms	Not Min
BR_HRP_6050	1	HR	Employee Details	Enable specialist roles to generate reports from completed First Aid Forms - occurrences, days, times, types of incident etc	Not Min
BR_HRP_6051	1	HR	Employee Details	Enable "First Aid certification" to be recorded, with expiry dates as part of an employee's record	Not Min
BR_HRP_6052	1	HR	Employee Details	Require online approval before confirmed Loan In end dates are altered	Not Min
BR_HRP_6053	1	HR	Employee Details	Ensure that notifications that extend loan In dates are communicated to all parties involved in a timely manner	Not Min
BR_HRP_6054	1	HR	Employee Details	Ensure that if the change to the employment status or promotion affects other changes (i.e. salary adjustment), the manager will receive one notification with all the changes instead of multiple notifications throughout the process	Not Min
BR_HRP_6056	1	HR	Employee Details	Provide the ability to view and edit/maintain all establishment hierarchies view (e.g. via a graphical user interface diagramming tool)	Not Min

BR_HRP_6058	1	HR	Employee Details	Ensure that upon relocation (OGD transfer), an employee record will transfer accordingly, maintaining all information related to training completed, warnings/sanctions given, performance reviews completed. Where necessary the information will be fed from one HCM system to another subject to ability to integrate and GDPR constraints	Not Min
BR_HRP_6060	1	HR	Employee Details	Enable employee to register secondary employment via Self-Service	Not Min
BR_HRP_6061	1	HR	Employee Details	Enable employee to request permission to undertake secondary employment via Self-Service	Not Min
BR_HRP_6062	1	HR	Employee Details	Enable line manager to review and approve employees secondary employment	Not Min
BR_HRP_6063	1	HR	Employee Details	Require confirmation of the calculation of a Secondee-outs salary when they return (depends on which of the 3 scenarios governed the Secondment)	Not Min
BR_HRP_6064	1	HR	Employee Details	Support the identification and addition/removal of Secondees-in from performance review awards as required	Not Min
BR_HRP_6065	1	HR	Employee Details	Provide "ring fence" groups of employee records with anonymity/protection whilst still enabling access to Self-Service functionality	Not Min
BR_HRP_6066	1	HR	Employee Details	Ensure that the exporting organisation's manager is sent reminders when sufficient data is available if they do not complete all relevant information within specified time frames	Not Min

BR_HRP_6068	1	HR	Employee Details	Ensure that notifications are distributed to all parties concerned with an employee transfer, including current and new line managers, and third party service providers	Not Min
BR_HRP_6069	1	HR	Employee Details	Ensure that when the initial staff data form has been completed by the employee, the remaining part is automatically sent to their current line manager for completion	Not Min
BR_HRP_6070	1	HR	Employee Details	Ensure that the importing manager, exporting manager and employee involved in the transfer process are informed when pre-employment checks are complete	Not Min
BR_HRP_6071	1	HR	Employee Details	Provide a Case Management tool to the HR Operations team for communicating with other parties involved in the process (i.e. external payroll providers, recruitment, pensions), in order to request information required to progress the transfer	Not Min
BR_HRP_6072	1	HR	Employee Details	Ensure that the employee, importing and exporting manager can easily view the status and progress of the transfer (high level information only)	Not Min
BR_HRP_6077	1	HR	Employee Details	Enable an employee to withdraw a previously approved opt out form (Working Time Regulations)	Not Min
BR_HRP_6079	1	HR	Employee Details	Enable term time workers to annually set the weekly net hours, annual net hours and working periods for the year ahead	Not Min
BR_HRP_6080	1	HR	Employee Details	Enable the employee to approve or deny an extension request to the 28 days consideration period	Not Min



BR_HRP_6083	1	HR	Employee Details	Enable the employee to be informed of the line manager's decision regarding their appeal for a Flexible Working request and the reason for the decision	Not Min
BR_HRP_6093	1	HR	Employee Details	Enable a line manager to approve and view employee opt out forms (Working Time Regulations)	Not Min
BR_HRP_6094	1	HR	Employee Details	Enable a line manager to be notified when an employee withdraws an opt out form (Working Time Regulations)	Not Min
BR_HRP_6095	1	HR	Employee Details	Enable the line manager to request an extension of a specific duration beyond the 28 days consideration period	Not Min
BR_HRP_6096	1	HR	Employee Details	Enable the line manager to record the date on which a meeting was held with the employee to discuss the Flexible Working request (should be within 28 days of the request or the line manager's return from leave)	Not Min
BR_HRP_6098	1	HR	Employee Details	Enable the line manager to mark the application for Flexible Working or appeal as withdrawn	Not Min
BR_HRP_6100	1	HR	Employee Details	Enable the line manager to enter or upload meeting notes related to the Flexible Working request	Not Min
BR_HRP_6103	1	HR	Employee Details	Enable the line manager to confirm (for up to a maximum for 5 years) the duration of a Home Working agreement for an employee	Not Min
BR_HRP_6104	1	HR	Employee Details	Enable the line manager to add further extensions to periods of Home Working for periods of up to 5 years (with reasons) and for the employee to be notified	Not Min

BR_HRP_6106	1	HR	Employee Details	Enable the line manager's manager to enter or upload meeting notes related to the Flexible Working request	Not Min
BR_HRP_6109	1	HR	Employee Details	Enable term time workers to use a calculator/formula to assist in calculating net weekly and annual hours	Not Min
BR_HRP_6111	1	HR	Employee Details	Prompt and remind manager for a decision on a Flexible Working request within maximum days of the employee request in line with department policy (or maximum days of line manager's return from annual leave if applicable)	Not Min
BR_HRP_6112	1	HR	Employee Details	Task the line managers manager with the appeal regarding the Flexible Working request	Not Min
BR_HRP_6113	1	HR	Employee Details	Automatically prompt/remind the line manager for a decision when a Flexible or Home Working trial period is coming to an end	Not Min
BR_HRP_6114	1	HR	Employee Details	Prompt line manager when an end date/review date for a Home Working arrangement is approaching	Not Min
BR_HRP_6115	1	HR	Employee Details	Prompt the line manager 6 Months before the end of a 5 year Home Working agreement to review the agreement	Not Min
BR_HRP_6116	1	HR	Employee Details	Automatically check an employee's eligibility to apply for Flexible Working (length of service and 12 months since last application)	Not Min
BR_HRP_6117	1	HR	Employee Details	Automatically check an employee's eligibility to request Home Working	Not Min
BR_HRP_6118	1	HR	Employee Details	Automatically apply a 6 month trial period to an approved Home Working application	Not Min

BR_HRP_6119	1	HR	Employee Details	Enforce a 3 Month notice period for ending a Home Working arrangement if the line manager decides the arrangement should be terminated	Not Min
BR_HRP_6120	1	HR	Employee Details	Enable an employee to complete and submit an opt out form (Working Time Regulations)	Not Min
BR_HRP_6121	1	HR	Employee Details	Report on active and withdrawn opt out forms (Working Time Regulations) by band	Not Min
BR_HRP_6123	1	HR	Employee Details	Enable review and response to requests for flexible working to be delegated to HR or Finance or Central HR Team and allow notifications to be sent to that team	Not Min
BR_HRP_6125	1	HR	Employee Details	Enable line manager to action a retrospective change in an employee's working hours and for the employee to receive notification	Not Min
BR_HRP_6144	1	HR	Talent & Succession	Enable the automatic assignment of Interns to potential recruitment campaigns and includes feedback / assessment notes	Not Min
BR_HRP_6145	1	HR	Talent & Succession	Enable an intern database which highlights Interns' skills, experiences and preferences, and provides recommendations of potential Interns to appropriate business areas and managers	Not Min
BR_HRP_6146	1	HR	Talent & Succession	Enable talent analytics to be leveraged to demonstrate the ROI and business impact of talent initiatives	Not Min
BR_HRP_6147	1	HR	Talent & Succession	Enable automation of report generation and the formatting and distribution of succession plans	Not Min

BR_HRP_6148	1	HR	Talent & Succession	Support employees undertaking a self-assessment against appropriate frameworks	Not Min
BR_HRP_6150	1	HR	Talent & Succession	Enable multi-scenario predictive analytics to be used to inform all processes and functions within the talent portfolio and talent strategy	Not Min
BR_HRP_6151	1	HR	Talent & Succession	Enable patterns of mobility to be evaluated to help develop more progressive programmes with development and rotational assignments for the organisation's Talent Pool	Not Min
BR_HRP_6152	1	HR	Talent & Succession	Have the ability to administer, record and report on feedback from co-workers or others on an ad-hoc basis or as part of a formal process	Not Min
BR_HRP_6155	1	HR	Talent & Succession	Enable an employee to submit an application to attend one of the talent programmes	Not Min
BR_HRP_6158	1	HR	Talent & Succession	Enable GCO to upload, analyse and report on blueprint data which relates specifically to the commercial function and how the talent management and workforce planning are used to support the recruitment process.	Not Min
BR_HRP_6159	1	HR	Talent & Succession	Have the ability to record the mentor and coach on the employee record	Not Min
BR_HRP_6160	1	HR	Talent & Succession	Enable matching of job roles to job families across professional groups for career path	Not Min
BR_HRP_6180	1	HR	Employee Engagement	Enable employee surveys to be created and issued	Not Min

BR_HRP_6181	1	HR	Employee Engagement	Ensure that survey responses are confidential and identifying references; i.e. names, are removed	Not Min
BR_HRP_6182	1	HR	Employee Engagement	Support the ability to internally develop and deliver a standard and customisable survey approach to assess engagement and satisfaction within the overall organisation or specific department/function	Not Min
BR_HRP_6183	1	HR	Employee Engagement	Prevent employees responding to any given survey more than once	Not Min
BR_HRP_6184	1	HR	Employee Engagement	Enable employees to save partially complete surveys prior to submitting their final response and return to complete at a later date	Not Min
BR_HRP_6185	1	HR	Employee Engagement	Enable surveys to be sent to specific groups of employees as defined by the survey author	Not Min
BR_HRP_6186	1	HR	Employee Engagement	Enable survey authors and managers to define and run Self-Serve reports showing survey responses in multiple dimensions	Not Min
BR_HRP_6187	1	HR	Employee Engagement	Enable survey responses to be downloaded in multiple common formats (excel, CSV etc)	Not Min
BR_HRP_6188	1	HR	Employee Engagement	Enable survey authors to save partially written surveys prior to approval	Not Min
BR_HRP_6189	1	HR	Employee Engagement	Enable draft surveys to be sent to Department assigned approvers via agreed workflows	Not Min

BR_HRP_6190	1	HR	Employee Engagement	Enable approvers to submit comments on draft surveys back to the survey author	Not Min
BR_HRP_6191	1	HR	Employee Engagement	Ensure only approved surveys are circulated for completion by employees	Not Min
BR_HRP_6192	1	HR	Employee Engagement	Ensure the survey author and managers are able to view the real-time status and analysis of surveys	Not Min
BR_HRP_6193	1	HR	Employee Engagement	Automatically send reminders to employees who are yet to complete surveys reminding them to complete surveys in line with a timetable set by the survey author	Not Min
BR_HRP_6194	1	HR	Employee Engagement	Enable expiry dates to be set beyond which a survey is no longer visible to employees and no further submissions of completed surveys will be accepted	Not Min
BR_HRP_6195	1	HR	Employee Engagement	Enable surveys to be distributed in a wide range of ways	Not Min
BR_HRP_6196	1	HR	Employee Engagement	Enable accessibility services to include not using keyboard or mouse, works with assistive technology, functionality to print surveys	Not Min
BR_HRP_6197	1	HR	Employee Engagement	Enable functionality to test surveys without affecting data set, and have data validation and other question customisation	Not Min
BR_HRP_6198	1	HR	Employee Engagement	Enable a search functionality within employee survey	Not Min

BR_HRP_6200	1	HR	Employee Engagement	Enable inclusion of media within surveys (logos, images, videos)	Not Min
BR_HRP_6201	1	HR	Employee Engagement	Provide the ability to create employee surveys from fully randomised employee datasets based on chosen parameters	Not Min
BR_HRP_6202	1	HR	Employee Engagement	Enable surveys to be completed on mobile devices	Not Min
BR_HRP_6243	1	HR	Manage Organisation & Positions	Provide the function to reflect changes in real-time in dynamic organisation charts and export those into display software incl. Google slides/ PowerPoint (without the need for separate software)	Not Min
BR_HRP_6251	1	HR	Manage Organisation & Positions	Provide the ability to use job attributes for project charging	Not Min
BR_HRP_6281	1	HR	Onboarding	Prompt a new employee to book onto an induction event	Not Min
BR_HRP_6282	1	HR	Onboarding	Enable an employee to complete and submit security clearance application forms via Self-Service	Not Min
BR_HRP_6283	1	HR	Onboarding	Enable an employee to ask questions and communicate with line manager or named team or central services team prior to first day of employment	Not Min
BR_HRP_6284	1	HR	Onboarding	Enable line managers to share pertinent information and welcome messages with the new starter	Not Min

BR_HRP_6285	1	HR	Onboarding	Enable augmented reality technology to be used to improve candidate experience post-offer. e.g. virtual building tours, videos giving preboarding information etc	Not Min
BR_HRP_6286	1	HR	Onboarding	Ensure forms and notifications are sent to users (OGD HR) for completion and sent onto line managers in the event of an existing civil servant transferring to another department	Not Min
BR_HRP_6287	1	HR	Onboarding	Trigger security clearance processes based on candidate type (in the event processes activities can't be triggered) send alerts and notifications to supporting teams requesting they take action (e.g., IT, Security, Building Pass and Control)	Not Min
BR_HRP_6288	1	HR	Onboarding	Display progress on integrated pre-employment processes to permitted End Users	Not Min
BR_HRP_6289	1	HR	Onboarding	Enable IT hardware/business cards to be selected pre-joining through the Onboarding portal/app (FST need the ability for the functionality to be switched on and off or a skip option)	Not Min
BR_HRP_6290	1	HR	Onboarding	Provide an intelligent, integrated Onboarding portal, which identifies all elements of the employee journey and links systems automatically	Not Min
BR_HRP_6291	1	HR	Onboarding	Enable employees to upload a P45/P45u/P38(S)/RMG29 during Onboarding/upon joining	Not Min
BR_HRP_6292	1	HR	Onboarding	Enable employees to upload Age Exemption Certificate and for payroll to be automatically updated	Not Min



BR_HRP_6294	1	HR	Onboarding	Enable employees to upload identity documents as a civil service internal transferee (i.e. not part of recruitment and Onboarding)	Not Min
BR_HRP_6295	1	HR	Onboarding	Enable employees to complete and submit a digital Civil Service Employee Transfer Form prior to joining from within civil service but outside the Authority	Not Min
BR_HRP_6296	1	HR	Onboarding	Provide the ability to onboard people into other business areas for both single and bulk campaigns	Not Min
BR_HRP_6297	1	HR	Onboarding	Enable specialist roles to submit details relating to a transfer (inside civil service but outside the Authority) - "Civil Service Employee Transfer Form" in a digital form that can be executed to transfer from one department to another.	Not Min
BR_HRP_6300	1	HR	Onboarding	Provide the ability for Business Units to add additional forms/links/information as required	Not Min
BR_HRP_6306	1	HR	Onboarding	Provide a notification to line manager when a Visa is about to expire based on system entered date or a new joiner is on an expired VISA or who's right to work is not permanent.	Not Min
BR_HRP_6307	1	HR	Onboarding	Enable Occupational Health to provide reports on workplace adjustments within the system.	Not Min
BR_HRP_6316	1	HR	Onboarding	Provide the ability to link to 3rd party occupational health provider systems / portals (Ex: Edenred, Health Management Ltd, People Asset management (PAM))	Not Min

BR_HRP_6321	1	HR	Onboarding	Support the provisioning process of building pass and IT by passing correct data to both building security and IT teams e.g. name, department, cost centre, start date etc. This is to ensure provisioning is done in time for new starters first day	Not Min
BR_HRP_6323	1	HR	Onboarding	Flag to specialist resource or other responsible individuals where an employee hasn't shown up on their start date	Not Min
BR_HRP_6327	1	HR	Onboarding	Provide the facility to raise questionnaire at the end of the onboarding process to evaluate onboarding satisfaction	Not Min
BR_HRP_6328	1	HR	Onboarding	Ensure key pieces of information is flagged to the new starter and is available within key metrics e.g. probationary period	Not Min
BR_HRP_6329	1	HR	Onboarding	Ensure interactive information and other materials such as training can be made available to new starters through the system to facilitate colleague onboarding	Not Min
BR_HRP_6331	1	HR	Onboarding	Allow managers to communicate with new starters via the system, set tasks and activities if engaging in a remote capacity	Not Min
BR_HRP_6335	1	HR	Onboarding	Provide functionality to tailor terms of the employment offer, including but not limited to entering information around benefits provided as part of the role such as holidays (if not standard), pension, allowances, special conditions	Not Min
BR_HRP_6336	1	HR	Onboarding	Allow tailored terms of the offer of employment to be sent out electronically once entered into the system	Not Min

BR_HRP_6337	1	HR	Onboarding	Provide functionality where prehire employees can comment, enter information regarding the terms of the offer so that it can be reviewed by the line manager or other specialist resource	Not Min
BR_HRP_6340	1	HR	Manage time	Enable notifications to be sent to employees and/or line managers and HRBPs as and when hours recorded exceed working time regulations	Not Min
BR_HRP_6341	1	HR	Reward	Have the ability to link employee skills and professional qualifications to their salary scale. E.g., once qualifications and certifications are achieved it leads to pay changes	Not Min
BR_HRP_6344	1	HR	Learning & Development	Allow machine learning to recommend learning content to users based on location, profession etc	Not Min
BR_HRP_6345	1	HR	Learning & Development	Allow for quizzes, tests and diagnostics to be created using the platform with no external software	Not min



## **APPENDIX 1 – TAB 7 (NON-FUNCTIONAL REQUIREMENTS)**

## 1. Minimum Requirements

ID	Grouping	NFR Category	NFR Description	Priority (Min/Not Min)	Tenderer Response	Tenderer Comments
NFR-0001	5	Architecture	The System shall comply with Matrix Programme Architecture Principles	Min		
NFR-0002	5	Architecture	The SaaS ERP Vendor shall publish Cloud Architecture Framework used and include a report of adherence	Min		
NFR-0003	7	Usability and accessibility	The System shall meet or be working to meet all applicable Government user accessibility legislation (WCAG2.2 AA standard) in relation to websites and mobiles apps	Min		
NFR-0005	7	Usability and accessibility	The System shall not contravene the Equality Act 2010 in any way. This will be assessed via Equality Assessment	Min		
NFR-0007	7	Usability and accessibility	The System shall render consistently on any internet enabled device (Tablets, Phones, PCs, Laptops) and allow clear and consistent viewing with web responsive design inbuilt	Min		
NFR-0008	7	Usability and accessibility	The System shall have capability to be configured so that its appearance meets accessibility, branding and style requirements for Government.	Min		
NFR-0011	7	Usability and accessibility	The System shall be accessible to third party users in particular the BPO Supplier and Other suppliers.	Min		

NFR-0013	7	Usability and accessibility	The System shall have configurable notification functionality to support workflows and transactions when statuses change (e.g. submitted, approved, rejected, redirected, returned to user, complete, escalated etc), action reminders. Automatically be removed from worklist once completed.	Min
NFR-0014	7	Usability and accessibility	The System shall provide the capability to the Authority's team to modify, add or remove notifications, workflows, limits.	Min
NFR-0015	5	Interoperability	The System shall work and integrate with the existing architecture landscape including MS Office Suite of products (Word, Excel, Outlook, Calendar etc)	Min
NFR-0017	5	Interoperability	The System shall have Minimum dependency (if any) on client software and if required (including auto updates) will run as a standard user without administrator privileges.	Min
NFR-0018	5	Interoperability	The System shall have the ability to send email reminders, notifications, transactions or integration files (encrypted) to internal and external users or email accounts	Min
NFR-0019	5	Interoperability	The System shall conform with industry Open Standards where appropriate for the service.	Min
NFR-0020	5	ERP Integration	The System shall have a tool set that can be used to develop integrations and interfaces	Min

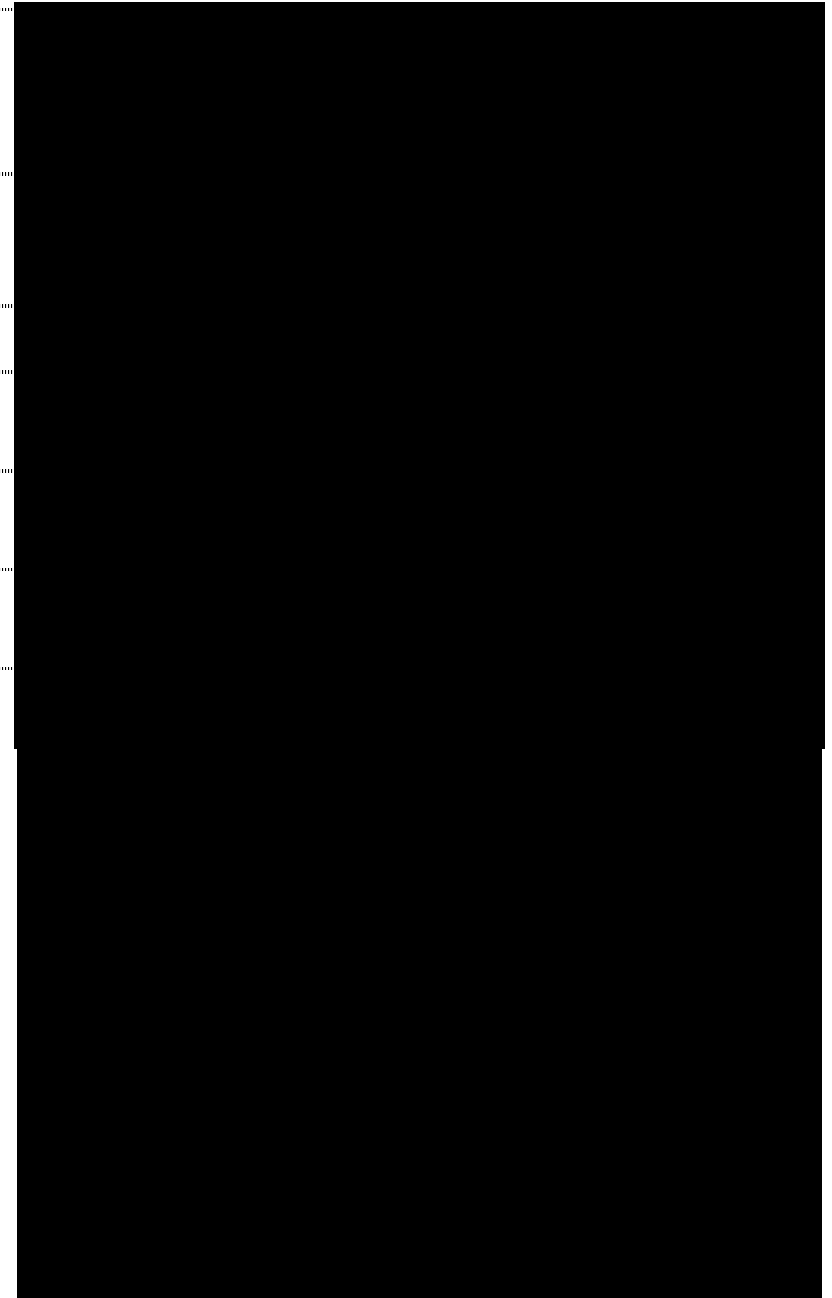
NFR-0021	5	ERP Integration	The System shall support Push and Pull integrations through a standard protocols such as SFTP, APIs, Rest Web services or similar. Detail design will define either push or pull as required with department integrations following a pull	Min
NFR-0024	5	ERP Integration	The System shall be able to integrate with all UK based banks or third party bureaux for making BACS, CHAPS and Faster payment to suppliers and employees	Min
NFR-0025	5	ERP Integration	The System shall be able to integrate with all UK based banks or third party bureaux for making supplier payments using new payment methods like New Payments Architecture (NPA) etc	Min
NFR-0028	5	ERP Integration	The System shall be able to integrate with banks to make inter government transfers	Min
NFR-0031	5	ERP Integration	The System shall be able to Generate output for joiners leavers and movers in JSON/XML/TEXT format for consumption by various systems within the estate. This output should be consumable using APIs	Min
NFR-0032	5	ERP Integration	The System shall be able to integrate with HMRC services for information exchange like RTI, P45, P60, P11, SL1, SL2 etc	Min
NFR-0033	5	ERP Integration	The System shall include Automated API based integration with HMRC for NI number verification	Min
NFR-0034	5	ERP Integration	The System shall be able to integrate with banks for Corporate credit card statement	Min
NFR-0035	5	ERP Integration	The System shall be able to integrate with banks for Government Procurement Card statement	Min

NFR-0038	5	ERP Integration	The System shall be able to integrate with MyCSP to support compliance, contribution, enrolment and de-enrolment	Min
NFR-0041	5	ERP Integration	The System shall be able to integrate with GRS systems to create/update recruitment request and receive the new starter for onboarding	Min
NFR-0043	5	ERP Integration	The System shall be able to publish chart of Account details to HMT OSCAR2 system	Min
NFR-0044	5	ERP Integration	The System shall be able to integrate with online procurement market places used by the Authority	Min
NFR-0047	5	ERP Integration	The System shall be able to integrate with source to contract systems like (Jaegger, Coopa, Atamis, Ariba etc) to support Source to Pay process and spend analytics	Min
NFR-0050	5	ERP Integration	The System shall be able to integrate with Civil Service Learn and Civil Service Learning Platform systems for administration, valuation and capture learning outcome	Min
NFR-0051	5	ERP Integration	The System shall be able to integrate with Service Management tools	Min
NFR-0052	5	ERP Integration	The System shall be able to integrate with Config management tools	Min
NFR-0053	5	ERP Integration	The System shall be able to integrate with CRM and helpdesk tools	Min
NFR-0054	5	ERP Integration	The System shall be able to integrate with Identity and Access Management Tools for user provisioning, access control and authentication (SSO, 2FA etc)	Min



NFR-0055	6	Information Standards	The System shall ensure all persistent business transaction and reference data items that can be written to the System's databases via any means (e.g. GUI, API, file upload etc) must be available for extract to reporting tools, and this must include any subsequent changes to those data items	Min
NFR-0056	6	Information Standards	The System shall enable access to all of its data in transactional systems and reporting solutions in a timely manner. Processes for administering and implementing user access to Authority data by Authority-approved personnel must be efficient with minimal administration and subject to an SLA for turnaround time.	Min
NFR-0058	6	Reporting	The System shall provide functionality that enables government departments to extract their own transactional and any shared reference data from the solution reporting data repository for cross-functional reporting needs of their own. The access to this data should be able to be automated and shared according to a schedule and definable filter criteria	Min
NFR-0059	6	Reporting	The System shall allow for data loading from the authority's other systems (i.e. outside the solution) and from new sources throughout the duration of the contract, to support the authority's future cross-functional reporting needs without having to implement additional infrastructure, where it is not inappropriate to hold such data in the shared services infrastructure.	Min

NFR-0060	6	Reporting	The System shall support the generation of business events from complex reports that aggregate or consolidate transactional data, for use in business process automation	Min
NFR-0061	5	ERP Integration	The System shall be able to provide automated feed into major data warehouse, data analytics, reporting tools	Min
NFR-0063	5	ERP Integration	The System shall be able to integrate with document management tools	Min
NFR-0064	5	ERP Integration	The System shall be able to integrate with major enterprise performance management tools	Min
NFR-0065	5	ERP Integration	The System shall be able to integrate with major budgeting and planning tools	Min
NFR-0066	5	ERP Integration	The System shall be able to integrate with iPaas (integration Platform as a Service)	Min
			The SaaS ERP Vendor shall provide evidence of Cloud Security Alliance STAR Level 2 membership	
NFR-0068	4	Security		Min



NFR-0069	6	Information Standards	The System shall enable removal of all department data from the suppliers servers upon termination of contract.	Min	
NFR-0070	6	Information Standards	The System shall enable compliance with all relevant Government data retention requirements (Government Data Retention Policy available in Data Room).	Min	
NFR-0071	6	Information Standards	<p>The System shall include Data archiving capability with seamless integration between archive and transactional data to meet UK compliance requirement.</p> <p>Below is some of the data entities and their data retention requirement. For full retention limits see &lt;&lt;Document&gt;&gt;</p> <p>HR: Disciplinary notes --&gt; 7 years  HR: Employee details (including contract details, job history, pension, diversity and termination details) Until employee turns 100 years old  HR: Staff training and appraisal ---&gt; 5 years  HR &amp; Expense: Staff payments and expenses ---&gt; Current plus 6 years  HR: Staff leave ---&gt; 2 years  HR: Sickness records --&gt; 4 Years  Finance Transactions --&gt; 7 Years</p>	Min	

NFR-0075	6	Information Standards	The SaaS ERP Vendor shall supply to the Authority a comprehensive electronic copy of all the Authority data held in any of its databases, file stores and archives on contract termination in a format acceptable to the Authority. This is to be accompanied by comprehensive up to date data models and metadata relevant to the supplied data.	Min
NFR-0077	6	Information Standards	The System shall enable all data to be stored in enterprise-grade databases or file stores with the corresponding backup and disaster recovery capabilities (e.g. no data sitting in a spreadsheet on a non-mirrored disk)	Min
NFR-0078	6	Information Standards	The System shall support historic 'as-of' type querying on older versions of current data, including comparisons between data at different dates	Min
NFR-0079	6	Information Standards	The system shall have reporting solution that support near real time and batch data feeds.	Min
NFR-0082	7	Scalability & Reliability	The System shall not have any inter-customer dependencies that may affect service performance and usability	Min
NFR-0084	7	Scalability & Reliability	The SaaS ERP Vendor shall provision a TEST tenant as part of the service during BAU with an agreed process and frequency for refresh.	Min
NFR-0085	7	Scalability & Reliability	The SaaS ERP Vendor shall provision a DEV tenant as part of the service during BAU with an agreed process and frequency for refresh.	Min
NFR-0087	7	Scalability & Reliability	The SaaS ERP Vendor shall provision a SANDBOX tenant as part of the service during BAU with an agreed process and frequency for refresh.	Min

NFR-0089	7	Scalability & Reliability	The SaaS ERP Vendor shall include a full Disaster Recovery (DR) plan that runs annually, and has been tested in its entirety within the last 12 months to prove full recovery.	Min
NFR-0091	7	Support, Maintainability & Service Design	The SaaS ERP Vendor shall make available a support service that is available online 24/7, 365. Through a portal that provides a clear ticketing solution with priority, escalation and communication	Min
NFR-0092	7	Support, Maintainability & Service Design	The SaaS ERP Vendor shall provide an emergency support service that is available outside of our normal working day	Min
NFR-0094	7	Support, Maintainability & Service Design	The SaaS ERP Vendor shall support the service throughout the lifecycle of the contract, including superseded system versions.	Min
NFR-0096	7	Support, Maintainability & Service Design	The SaaS ERP Vendor shall have a prescribed communication channel to manage any major incident	Min
NFR-0097	7	Support, Maintainability & Service Design	The SaaS ERP Vendor shall include a managed process for service enhancement requests from Authority.	Min
NFR-0098	7	Support, Maintainability & Service Design	The SaaS ERP Vendor shall make available comprehensive documentation covering how to implement, deploy and maintain the solution as well as documentation that guides and instructs the end user how to use the system.	Min
NFR-0099	7	Support, Maintainability & Service Design	The SaaS ERP Vendor shall maintain a forward schedule of change for new service releases.	Min

NFR-0102	7	Support, Maintainability & Service Design	The SaaS ERP Vendor shall have an Incident Management and communication portal (available via the Internet) to alert and update the Retained Function or authorised 3rd Party representatives on any service incidents	Min
NFR-0103	7	Support, Maintainability & Service Design	The System shall include a Service Management dashboard and reports that demonstrates service up time and system health.	Min
NFR-0104	7	Support, Maintainability & Service Design	The SaaS ERP Vendor shall make available suitable cloned tenants to test configuration changes as well as system updates in a non-production tenant before being released to production	Min
NFR-0105	7	Support, Maintainability & Service Design	The SaaS ERP Vendor shall ensure regular as well as on demand refresh of non-production tenants	Min
NFR-0106	7	Support, Maintainability & Service Design	The SaaS ERP Vendor shall publish monthly report on performance of solution against the SLA	Min
NFR-0107	7	Performance	The System shall support scalable bandwidth.	Min
NFR-0108	7	Performance	The System shall support scalable storage for all and any data associated with solution	Min
NFR-0112	7	Performance	The System shall ensure Analytics and reporting functionality does not impact performance of rest of The SaaS ERP Vendor solution	Min
NFR-0113	7	Performance	The System shall maintain consistent performance levels during peak volume periods as during normal period.	Min

NFR-0116	6	Information Standards	The System Implementer shall provide Interface Control Documents (ICDs) for each system to system data flow in the solution architecture including with external parties. These ICDs must describe the data that flows in and out and any aspects of the data that is necessary for understanding how to interpret and handle the data.	Min
NFR-0117	6	Information Standards	The System shall support the use of consistent keys for business entities so the same thing has the same identifier wherever it appears in the System	Min
NFR-0118	6	Information Standards	The System shall support data correction and updates, including bulk updates, and must handle or highlight any known downstream impacts of those changes including retrospective ones, where there are valid business reasons for such amendments. This could be automatic or could include workflow using human intervention.	Min
NFR-0121	5	Architecture	The System shall have components of the architecture loosely coupled such that internal changes in one do not impact the operation of any others. Non-availability of one component must not prevent the operation of other components.	Min
NFR-0122	6	Reporting	The System shall have a reporting tool within the new system that reports in real time on the live data set	Min
NFR-0123	6	Reporting	The System shall provide transactional data reporting in both a pre-configured reports that can be run on an ad hoc basis and via an ad hoc report creation tool	Min

NFR-0127	7	User Support	The System shall enable the line manager to use the service functionality to manage all stages of managing the sickness absence process, via the case management tool, webchat or other approved channels	Min
NFR-0128	7	User Support	The System shall enable queries regarding employee relations matters to be logged and tracked via a specific workflow to ensure accurate documentation of query and resolution	Min
NFR-0132	7	User Support	The System shall enable clearly defined Service functionality access for different roles across the Authority	Min
NFR-0137	7	User Support	The System shall provide functionality for a user to log a request/case/ticket for assistance. This should include the ability to add documents to the ticket. Additionally, routing and workflow logic should be configurable.	Min
NFR-0139	7	User Support	The System shall provide an inbox and notification functionality for the provision of notification, approval, escalation and status changes.	Min
NFR-0141	7	User Support	The System shall provide help desk functionality for user queries and tickets to be transacted by a shared service operation	Min
NFR-0142	7	User Support	The System shall provide a work queue for shared service agents, representatives from the business and administrators from the retained function to assign, own and resolve user requests	Min
NFR-0143	7	User Support	The System shall provide trend analysis on helpdesk queries (volumes, topics, peak query raising days/times)	Min



NFR-0144	7	User Support	The System shall provide a framework for storing, maintaining and viewing a number of how to guides for users to access	Min
NFR-0147	7	User Support	The System shall provide a framework for storing, maintaining and viewing a number of knowledge management documents for users to access	Min
NFR-0153	7	User Support	The System shall provide a HR portal that can be accessed using mobile functionality to enhance the employee experience	Min
NFR-0154	7	User Support	The System shall remove task when transaction (expense claim, purchase requirement, etc) was claimed by a reviewer - if there are more than one reviewer tasks will be removed as well	Min
NFR-0155	4	Security	The System shall ensure that all data in transit is protected via TLS1.2 or higher or any other NCSC approved alternatives solutions.	Min
NFR-0156	4	Security	The System shall provide functionality to generate, maintain and manage keys to protect the data in transit	Min
NFR-0157	4	Security	The System shall provide appropriate levels of encryption for data exchanges with other systems as specified by the Authority	Min
NFR-0158	4	Security	The System shall ensure data flows between system components; physical data centres or availability zones are encrypted.	Min
NFR-0159	4	Security	The System shall ensure that all bulk data transfers are encrypted to at least AES 256 standard or higher as directed by the Authority	Min

NFR-0160	4	Security	The SaaS ERP Vendor shall ensure provider and their third parties in supply chain have the legal jurisdiction based in UK	Min
NFR-0161	4	Security	The SaaS ERP Vendor shall ensure regular SOC2 (Type 2) reports are made available to the Authority	Min
NFR-0162	4	Security	The SaaS ERP Vendor shall ensure provider and their third parties in supply chain have valid ISO 27001, Cyber Essentials Plus accreditation Or equivalent as agreed with authority throughout the contract period	Min
NFR-0163	4	Security	The SaaS ERP Vendor shall ensure compliance with the Data Protection Act 2018 is embedded across all operations of the System	Min
NFR-0164	4	Security	The SaaS ERP Vendor shall provide evidence of physical access controls at all data centres where the Authority's data is held	Min
NFR-0165	4	Security	The SaaS ERP Vendor shall ensure data at rest with The SaaS ERP Vendor or any third parties in supply chain is encrypted to at least AES 256 standard or higher as directed by the Authority	Min
NFR-0167	4	Security	The SaaS ERP Vendor shall ensure all data is proactively marked, and only accessible via role based access. Any data extraction points (API's, integrations) should ensure granular role based access to the data which also needs to be tagged for sensitivity	Min
		Security	The SaaS ERP Vendor shall provide evidence of procedures for sanitisation and disposal of all used storage media in accordance with:	

NFR-0168	4		<p>NCSC's "Secure sanitisation of storage media";</p> <p>NCSC's "Destruction and Disposal of Cryptographic Items";</p> <p>PCI DSS Requirement 3.1.b;</p> <p>CPNI's "Secure Destruction of Sensitive Items" Standard (April 2014 or later). "</p> <p>"NIST SP 800-88" ;</p> <p>"BS EN 15713"</p> <p>Or equivalent as agreed with authority</p>	Min
NFR-0169	4	Security	The SaaS ERP Vendor shall have a disaster recovery plan covering physical storage locations, networks, backup, fail over and other components which is regularly tested	Min
NFR-0170	4	Security	The SaaS ERP Vendor shall ensure same level of security standards as production in all tenants provided for the Authority	Min
NFR-0171	4	Security	The SaaS ERP Vendor shall ensure all elements of the Services and the Solution (including Solution and Software), including processing and storage of Authority Data, system support, back-ups and helpdesk function are performed solely within United Kingdom, or country with equivalent Data Protection laws or unless otherwise agreed in writing with the Authority.	Min
NFR-0172	4	Security	The SaaS ERP Vendor shall ensure all data centre security controls are certified to an appropriate standard such as CCMv3.0.1 or ISAE 3402 and agreed with the Authority	Min

NFR-0174	4	Security	The SaaS ERP Vendor shall carry out crypto shredding to ensure decrypting keys are appropriately removed from all devices and storage containers	Min
NFR-0175	4	Security	The System shall be a unique tenant with securely partitioned data for the Matrix Portfolio where data and functionality is specific to the Authority	Min
NFR-0178	4	Security	The SaaS ERP Vendor shall publish a penetration test report with remedial action plan to the Authority every time a Penetration test is carried out	Min
NFR-0179	4	Security	The SaaS ERP Vendor shall test and certify that all software releases to the System have been regression tested prior to deployment	Min
NFR-0180	4	Security	The SaaS ERP Vendor shall test and certify any new functionality released to framework or tools used to develop Authority specific extensions or integrations	Min
NFR-0181	4	Security	The SaaS ERP Vendor and The System Implementer shall provide to the Authority regular reports and independent security reviews of System design to an appropriate ISO standard	Min
NFR-0182	4	Security	The SaaS ERP Vendor shall regularly publish documents detailing their latest internal governance framework with the Authority through the contract period	Min
NFR-0183	4	Security	The SaaS ERP Vendor shall regularly publish compliance reports for common standards like CSA CCM v3,0,1, SOC1, SIOC2, ISO/IEC27001, ISO/IEC 27002, ISO/IEC 27017, ISO/IEC 27018	Min

NFR-0184	4	Security	The System shall have functionality and standards that ensure compliance with GDPR for UK and Data Protection Acts 2018 is inherent	Min
NFR-0185	4	Security	The SaaS ERP Vendor shall have or implement threat monitoring services and provide information relating to threat, vulnerabilities and exploitation techniques being exploited on the System	Min
NFR-0186	4	Security	The System shall have configuration management capability to assess status and configuration of every service component throughout the lifetime of service and contract	Min
NFR-0190	4	Security	The SaaS ERP Vendor shall triage vulnerabilities for priority and propose an approach for a resolution with a plan. This resolution plan should then be published to the Authority with a proposed timeline to closure.	Min
NFR-0191	4	Security	The System shall generate audits of events to identify suspicious activity and any inappropriate use of the service. The Authority should be able to independently access these audit logs at any given time.	Min
NFR-0192	4	Security	The SaaS ERP Vendor shall publish an action taken report on any suspicious activity identified	Min
NFR-0193	4	Security	The SaaS ERP Vendor shall publish a defined process for responding to security incidents which include the Authority Security teams and is within acceptable timescales for the Authority.	Min

NFR-0195	4	Security	The SaaS ERP Vendor shall agree with the Authority a defined clear set of shared responsibilities with respect to Operation Security as defined by NCSC	Min
NFR-0197	4	Security	The SaaS ERP Vendor shall regularly publish compliance reports for common standard such as ISO/IEC 30111:2019, ISO/IEC 27035-1:2016, CSA CCM v3.0.1 and ISO/IEC 27001:2013	Min
NFR-0199	4	Security	The SaaS ERP Vendor and The System Implementer shall ensure all personnel accessing data have undertaken as a Minimum following two training courses (or equivalent as agreed with the Authority) a. UK GDPR training b. Security & Data Protection training	Min
NFR-0200	4	Security	The SaaS ERP Vendor shall implement Role Based Access Control so that The SaaS ERP Vendor and System Implementer support personnel can only undertake actions related to their role	Min
NFR-0201	4	Security	The SaaS ERP Vendor shall ensure adherence to secure development practises based on some of the standards below a. ISO/IEC 27001 b. ISO/IEC 27034 c. CPA Build standard d. Safe code "Fundamental Practises for Secure Software Development"	Min

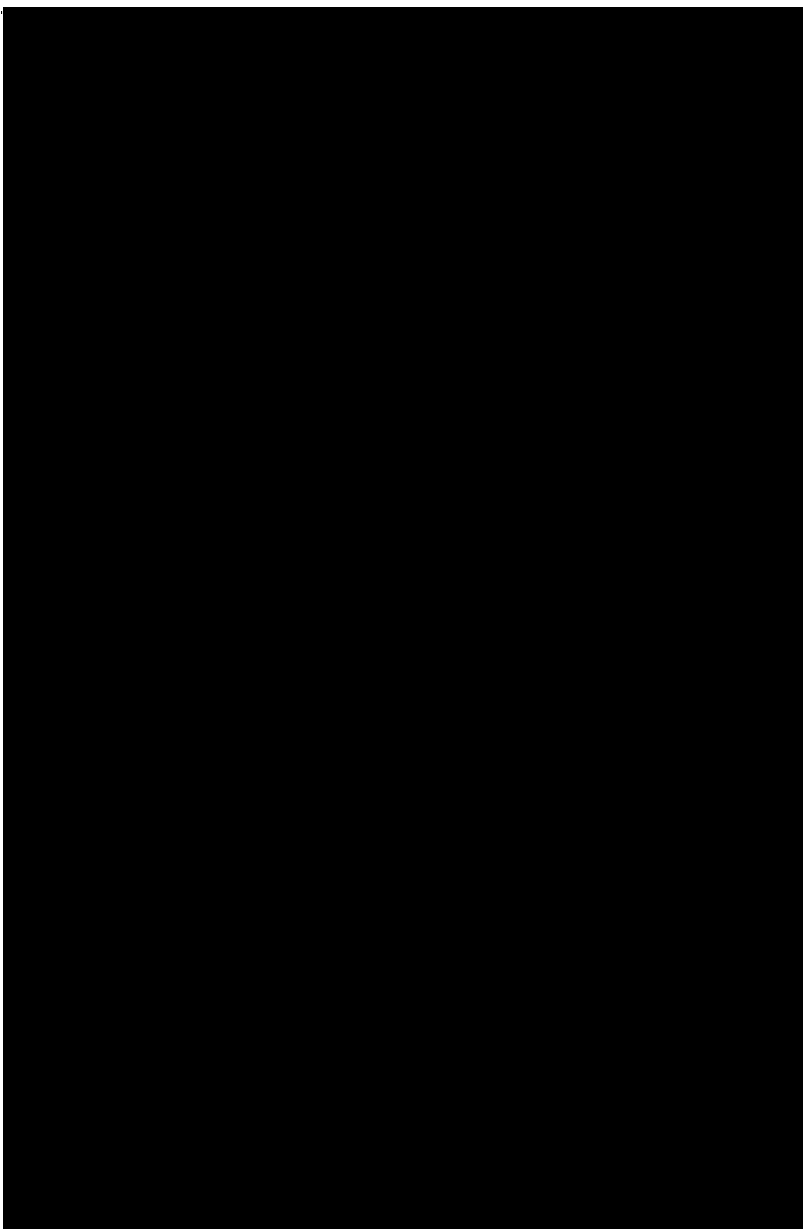
NFR-0205	4	Security	The SaaS ERP shall supply an overview of any third party suppliers involved in the provision of the System to the Authority and further an Terms and Conditions which allow for access to the Authority's data	Min
NFR-0207	4	Security	The SaaS ERP Vendor shall provide an online portal as the only channel for raising, managing and resolving service request	Min
NFR-0208	4	Security	The SaaS ERP Vendor shall accept service request only from authorised users of Authority via the online portal	Min
NFR-0209	4	Security	The SaaS ERP Vendor shall regularly publish a list of any service request from users who are not in the authorised list of Authority	Min
NFR-0210	4	Security	The SaaS ERP Vendor and The System Implementer shall provide and implement a strong authorisation means (two factor or equivalent) for authorised user access from their respective organisations	Min
NFR-0211	4	Security	The SaaS ERP shall implement and test access controls within the System	Min
NFR-0212	4	Security	The SaaS ERP Vendor shall provide assurance that privileged access management follows the principle of "Just intime Administration" and "Just enough Administration"	Min
NFR-0213	4	Security	The System Implementer shall implement a multi factor authentication access method for all users accessing the System	Min

NFR-0214	4	Security	The System Implementer shall implement a single sign on solution for user access originating from a known and trusted department network or user source	Min
NFR-0215	4	Security	The System shall use the latest version of a NCSC recognised standard authentication protocols for system or user authentication	Min
NFR-0216	4	Security	The System Implementer shall implement a mechanism by which access can be limited when a user accesses the System from private or community network on a bring your own device basis.	Min
NFR-0218	4	Security	The System Implementer shall implement interfaces in such a fashion that they are robust to any potential attacks	Min
NFR-0219	4	Security	The System shall tokenise or encrypt appropriate sensitive data fields (e.g. PII, SI, credentials/passwords, credit card numbers), in a way that the Provider or supplier never has access to such data. .	Min
NFR-0220	4	Security	The System Implementer shall apply and implement access and authentication controls for all interfaces to and from the System	Min
NFR-0221	4	Security	The System shall provide a robust API management capability that includes safely storing TLS certificates and encryption keys	Min
NFR-0222	4	Security	The System shall provide a robust API management capability that includes content based security like JSON Threat Protection, XML Threat Protection and General content protection	Min



NFR-0223	4	Security	The System shall provide an API gateway service with capability to enforce policies across all nodes in the backend	Min
NFR-0224	4	Security	The System shall ensure that all interfaces or integrations that transit data are protected via TLS1.2 or higher or any other NCSC approved alternatives solutions.	Min
NFR-0225	4	Security	The System shall provide a capability to securely store any required TLS and SSL certificates for non API connections	Min
NFR-0226	4	Security	The System shall adhere to NCSC standards around file logging and auditing as set out in the Authorities logging standard.	Min
NFR-0227	4	Security	The SaaS ERP Vendor shall undertake all sensitivities service management tasks from dedicated devices on segregated networks or equivalent as agreed with the Authority	Min
NFR-0228	4	Security	The SaaS ERP Vendor shall ensure administrators of service have separate account for administration and normal activities with stronger authentication for administrator account	Min
NFR-0229	4	Security	The SaaS ERP Vendor shall follow the model of least privilege access across the board for all their personnel accessing the System	Min

		Security	The SaaS ERP Vendor shall ensure that their most privileged administrative users who carry out administrative activities on the underlying system do not have access to the Authority's raw data	
NFR-0230	4			Min



NFR-0231	4	Security	The SaaS ERP Vendor shall commit to providing all audit data in accordance with the monitoring regime and logging strategy of the System. Matrix Logging strategy will need to be made available (at the relevant stage)	Min
NFR-0233	4	Security	The System shall have capability to audit standard as well as privileged user access to the system and an audit report with device details generated when required	Min
NFR-0234	4	Security	The System shall retain relevant audit logs for a period of up to 7 years	Min



NFR-0235	4	Security	The SaaS ERP Vendor shall map their attack surface clearly and threat modelling is carried out with findings and remediation plan published to the Authority regularly	Min	
NFR-0236	4	Security	The SaaS ERP Vendor shall have robust change control process in place to ensure the attack surface is minimised	Min	
		Security	The SaaS ERP Vendor shall proactively interface with Authority Security team (SOC) with a view to 1) Bi-lateral sharing of intelligence		

NFR-0237	4		2) Perform continuous assessment of the risk and threat profile against the services set out under this contract	Min
			3) Any items as set out in the security incident management policy or procedure.	
NFR-0238	4	Security	4) Review risk register The SaaS ERP Vendor shall support any on-going accreditation processes of the Authority	Min
NFR-0239	4	Security	The System Implementer shall use secure methods for communicating with Authority staff, including implementation, project management, hypercare and on-going operational support. These methods of secure communications shall be agreed by the Authority.	Min
NFR-0240	4	Security	The SaaS ERP Vendor shall provide information on their products SSL / TLS termination points including endpoints for data integration, API's and any intersystem communications.	Min
NFR-0241	5	Integration Hub	The System shall have functionality that provides API gateway services with capability to make API calls with SaaS ERP, Commercial systems and other shared service applications (both cloud and on premise)	Min
NFR-0242	5	Integration Hub	The System shall be able to discover and register APIs	Min
NFR-0243	5	Integration Hub	The System shall secure all APIs through best practice security standards such as TLS, encryption, key management and certificate storage	Min
NFR-0245	5	Integration Hub	The system shall support Open API specification and usage	Min

NFR-0246	5	Integration Hub	The System shall have the capability to version control APIs	Min
NFR-0247	5	Integration Hub	The System shall have functionality that provides a catalogue of all APIs (including other applications like SaaS ERP, commercial system etc) for the purpose of strategic management, promotion and sharing	Min
NFR-0248	5	Integration Hub	The System shall be able to provide a mock API server for the purpose of providing static or dynamic data responses	Min
NFR-0250	5	Integration Hub	The System shall provide an API management platform for securing, publishing and analysing APIs	Min
NFR-0256	5	Integration Hub	The System shall support connections from databases implemented throughout Matrix	Min
NFR-0257	5	Integration Hub	The System shall have pre-built connectors for file system integration	Min
NFR-0258	5	Integration Hub	The System shall have connectors available for integration with SaaS ERPs(Oracle, Workday, SAP and Microsoft) and commercial systems like Atamis and Jaggaer	Min
NFR-0259	5	Integration Hub	The System shall have pre-built common message queue integration connectors	Min
NFR-0262	5	Integration Hub	The System shall have capability to schedule jobs	Min
NFR-0263	5	Integration Hub	The System shall be able to analyse and monitor log outputs	Min
NFR-0264	5	Integration Hub	The System shall be able to aggregate data from multiple log sources	Min
NFR-0266	5	Integration Hub	The System shall have capability to monitor response time and alert	Min
NFR-0267	5	Integration Hub	The System shall have capability to detect issue or error in any service and alert	Min

NFR-0269	5	Integration Hub	The System shall provide secure communication using latest non deprecated version of TLS and encryption with AES256 standards	Min
NFR-0270	5	Integration Hub	The System shall include a firewall at the perimeter of the integration hub for the purposes of security	Min
NFR-0325	6	Data Archive	The System shall provide a data storage capability (Data Archive) for the purpose of storing and accessing legacy data that will need to be migrated from current Department systems	Min
NFR-0326	6	Data Archive	The System shall have the capability to store not only the legacy data but also current data sets that will not be migrated to the live system in the Data Archive	Min
NFR-0327	6	Data Archive	The System shall provide access to the Data Archive to a distinct defined user base with Role Based Access Control.	Min
NFR-0328	6	Data Archive	The System Implementer shall build capability to transform and load data from legacy platforms into the archive data storage capability	Min
NFR-0329	6	Data Archive	The System shall provide file storage and relational links for documents and associated transactions	Min
NFR-0330	6	Data Archive	The System shall provide functionality that will archive data from the live service to the Data Archive at the appropriate point in time based on Government data retention policies	Min

## Section 2. Not Minimum Requirements

ID	Grouping	NFR Category	NFR Description	Priority (Min/Not Min)	Tenderer Response	Tenderer Comments
NFR-0004	7	Usability and accessibility	The System shall be certified for Accessibility by an external accessibility specialist	Not Min		
NFR-0006	7	Usability and accessibility	The System shall be configurable in order to ensure that all objects, input operations and functionality on each screen are uniquely and meaningfully identifiable so that users (including humans, assistive technology and robots) are able to access and interact with them using a variety of methods which must include, inter alia: keyboard, mouse, touch screen, screen readers, screen magnification software, text readers, speech input software, head pointers, motion or eye trackers, single switch entry devices , refreshable braille display.	Not Min		



NFR-0009	7	Usability and accessibility	The System shall be able to function in other geographical / cultural areas without losing functionality or performance.	Not Min
NFR-0010	7	Usability and accessibility	The System shall be intuitive and easy to use for self service users, so that end-user training is only required for expert-level functions and processes.	Not Min
NFR-0012	7	Usability and accessibility	The System shall provide End Users with a series of notifications and transactional approvals in Self Service and in a Web Based mobile application. These notifications should comply with WCAG2.2 AA standard]	Not Min
NFR-0016	5	Interoperability	The System shall work and integrate with the existing architecture landscape including Google Suite of products (Gmail, Calendar, Docs, Sheets etc)	Not Min
NFR-0022	5	ERP Integration	The System shall be able to interface bank statements from all UK based banks electronically	Not Min
NFR-0023	5	ERP Integration	The System shall be able to integrate with all UK based banks to for sending reconciliation files electronically	Not Min
NFR-0026	5	ERP Integration	The System shall be able to interface bank statements from major international banks electronically	Not Min
NFR-0027	5	ERP Integration	The System shall be able to integrate with major international banks to for sending reconciliation files electronically	Not Min
NFR-0029	5	ERP Integration	The System shall be able to integrate with variety of IT user provisioning systems in operation across the Authority	Not Min

NFR-0030	5	ERP Integration	The System shall be able to integrate with variety of Facilities provisioning systems in operation across the Authority"	Not Min
NFR-0036	5	ERP Integration	The System shall be able to receive transactional data from third party accounting systems	Not Min
NFR-0037	5	ERP Integration	The System shall be able to integrate with Travel booking system (Receive transactions)	Not Min
NFR-0039	5	ERP Integration	The System shall be able to integrate with other pension providers (non MyCSP) like L&G to support compliance, contribution, enrolment and de-enrolment	Not Min
NFR-0040	5	ERP Integration	The System shall be able to integrate with HR Benefit Providers (like Edenred) for 3rd party deductions, contributions, enrolment and de-enrolment	Not Min
NFR-0042	5	ERP Integration	The System shall be able to integrate with Niche recruitment systems (E.g. Hirevue) as required by the Authority	Not Min
NFR-0045	5	ERP Integration	The System shall be able to host or integrate with third party supplier catalogues	Not Min
NFR-0046	5	ERP Integration	The System shall be able to integrate with Government Commercial College to provide live outcomes from Assessment and Development Centre	Not Min
NFR-0048	5	ERP Integration	The System shall have Open banking integration capability	Not Min
NFR-0049	5	ERP Integration	The System shall be able to Accommodate an integration called Gov.Pay which allows online payments to be taken	Not Min

NFR-0057	6	Information Standards	The System shall support metadata management tools and CASE tools operated by the authority by enabling read access to the solution's metadata	Not Min
NFR-0062	5	ERP Integration	The System shall be able to integrate with process automation tools	Not Min
NFR-0072	6	Information Standards	The System shall be able to continuously provide to the Authority a comprehensive and up-to-date data model of all the Authority's data that is held in each database in the solution.	Not Min
NFR-0073	6	Information Standards	The System shall support Data Quality management tools and services operated by the Authority.	Not Min
NFR-0074	6	Information Standards	The System shall ensure the integrity, accuracy, and control of all Master Data i.e. Suppliers, Customers, Employees and Configuration Data Sets i.e. LOV's, Chart of Accounts, Enterprise Structure and include any tooling required to support this	Not Min
NFR-0076	6	Information Standards	The System shall be configured so wherever possible, data flows in and out of the solution are to be accompanied by accurate and comprehensive metadata describing the data content.	Not Min
NFR-0080	6	Information Standards	The System shall support continuous new perspectives on its data by allowing the Authority and the system support staff to create and amend new reporting data objects without disrupting the core reporting objects provided by the System. This is necessary to avoid end users being forced to create these objects elsewhere, negating the benefits of the reporting solution.	Not Min

NFR-0083	7	Scalability & Reliability	The System shall provide capacity for any number of concurrent users without negatively affecting performance and usability.	Not Min
NFR-0088	7	Scalability & Reliability	The SaaS ERP Vendor shall meet service availability target of [97.5]% of the time, 24/7/365, measured on a monthly basis with the exception of agreed planned maintenance.	Not Min
NFR-0090	7	Scalability & Reliability	The System shall have a Response time that should be less than 1 second upon keystroke 95% of the time at the boundary of the supplied solution	Not Min
NFR-0093	7	Support, Maintainability & Service Design	The System shall be able to query, update, delete and insert into a CMDB using open standards	Not Min
NFR-0095	7	Support, Maintainability & Service Design	<p>The SaaS ERP Vendor shall provide support which is for 95% of each level below:</p> <ul style="list-style-type: none"> <li>• Severity 1 incidents – resolution within 2 hours of initial response</li> <li>• Severity 2 incidents – resolution within 3 working days of initial response</li> <li>• Severity 3 incidents – resolution within 5 working days of initial response</li> <li>• Severity 4 incidents – resolution within 20 working days of initial response</li> <li>• Severity 5 incidents – resolution within 40 working days of initial response</li> <li>• Level 1 Service Requests – resolution within 1 working day</li> <li>• Level 5 Service Requests – resolution within 5 working days</li> </ul>	Not Min

			<ul style="list-style-type: none"> <li>Level 15 Service Requests – resolution within 15 working days</li> </ul> <p>Priority levels are defined in terms of an ITIL 4 level urgency/impact matrix</p>	
NFR-0100	7	Support, Maintainability & Service Design	The SaaS ERP Vendor shall ensure that upgrades and enhancements will not be carried out during peak business activity periods.	Not Min
NFR-0101	7	Support, Maintainability & Service Design	The SaaS ERP Vendor shall include provision for a 13 week window to test new releases of the service prior to deployment into a production environment.	Not Min
NFR-0109	7	Performance	The System shall support scalable storage for document attachments associated with solution	Not Min
NFR-0110	7	Performance	The System shall have capability for users to be able to access functionality within 10 seconds from providing access credentials.	Not Min
NFR-0111	7	Performance	The System shall meet the response time of less than an average of 1 seconds for transactional processing upon keystroke at the boundary of the supplied solution.	Not Min
NFR-0114	7	Performance	The System shall maintain consistent performance levels during high volume data migrations as part of new department onboarding etc	Not Min

NFR-0115	7	Performance	The System shall support caching last volumes of user activities. e.g. Day 1 of each Departments go-live when 1,000's of user accounts are created/cached.	Not Min
NFR-0119	6	Information Standards	The System shall be able to provide all of its business data to external parties via a Web Portal or by direct access to provisioned data e.g. by API or secure access to the strategic data store	Not Min
NFR-0120	6	Information Standards	The System shall provide user access for both internal and external consumers in a controlled manner via a single logical data access layer.	Not Min
NFR-0124	6	Reporting	The System shall provide pre-configured and ad hoc created analytic analysis based on real time live data	Not Min
NFR-0125	7	User Support	The System shall provide a clear service interaction model designed for users incorporating guidance, bots and helpdesks based on existing departmental user research and best practice agreed by all functional leads	Not Min
NFR-0126	7	User Support	The System shall enable employees and line managers to interact with a virtual assistant (chat bot) to sign post/support them in carrying out transactions and/or identifying appropriate training or knowledge articles.	Not Min
NFR-0129	7	User Support	The System shall enable Employee information is automatically populated in the case management system from the core record when webchat / phone calls from employees are initiated where possible	Not Min

NFR-0130	7	User Support	The System shall enable the Service functionality to be used as an escalation enabler, supporting both automated and manual escalations, with comprehensive case categorisation	Not Min
NFR-0131	7	User Support	The System shall ensure escalation of cases follows predefined routing based on case categorisation with ability for certain users to override when necessary	Not Min
NFR-0133	7	User Support	The System shall ensure employees are able to raise complaints using self-service or other channels as preferred	Not Min
NFR-0134	7	User Support	The System shall enable the assessment of the complaint and update the priority level of the issue in the Service functionality accordingly	Not Min
NFR-0135	7	User Support	The System shall enable Standard templates to be made available within the knowledge management solution/portal where appropriate, which improve documentation standardisation and consistency	Not Min
NFR-0136	7	User Support	The System shall enable a feedback mechanism to be in place across the service system allowing contextualised feedback on the basis of users' recent transactions, searches and navigation through the system, etc.	Not Min
NFR-0138	7	User Support	The System shall provide employees visibility of new, in progress and closed assistance tickets	Not Min
NFR-0140	7	User Support	The System shall provide employees assistance via FAQ's/Commonly asked questions prior to them raising a helpdesk ticket	Not Min

NFR-0145	7	User Support	The System shall provide a framework for storing, maintaining and viewing a number of policy documents for users to access	Not Min
NFR-0146	7	User Support	The System shall provide a framework for storing, maintaining and viewing a number of how to screen walkthroughs and video content for users to access	Not Min
NFR-0148	7	User Support	The System shall provide access to external guidance documentation	Not Min
NFR-0149	7	User Support	The System shall provide administrator and super user functionality for the purposes of adding, deleting and updating all knowledge management content	Not Min
NFR-0150	7	User Support	The System shall provide administrator and super user functionality for the purposes of adding, deleting and updating all the virtual assistants' knowledge management content	Not Min
NFR-0151	7	User Support	The System shall provide users with an area to maintain their Security Settings such as passwords and any two factor authentication settings they may have.	Not Min
NFR-0152	7	User Support	The System shall provide users with an area to maintain their Service Preferences including Notifications, Approvals and Delegations	Not Min
NFR-0166	4	Security	The SaaS ERP Vendor or The System Implementer shall provide a mechanism by which data is obfuscated to an agreed level in all non-production tenants	Not Min



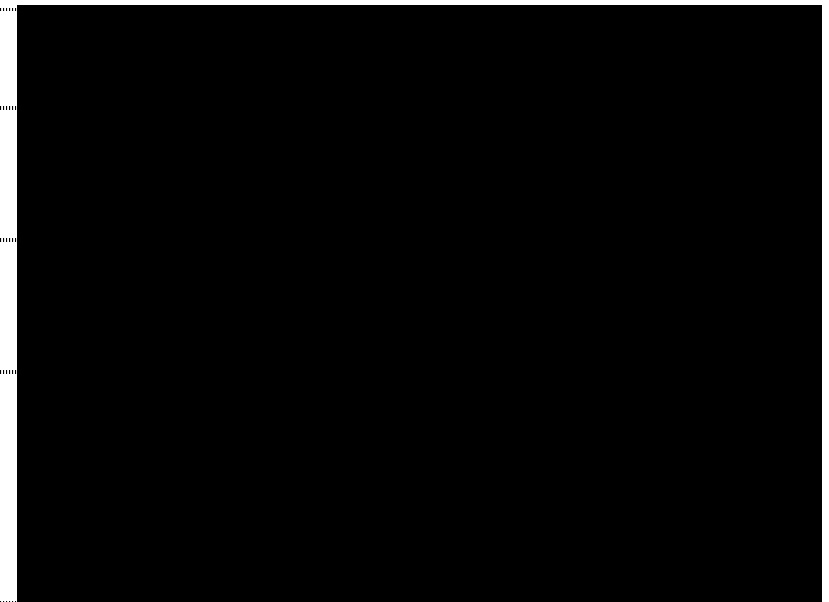
NFR-0173	4	Security	The SaaS ERP Vendor shall provide evidence of Cloud Security Alliance STAR Level 2 membership	Not Min	
NFR-0176	4	Security	The SaaS ERP Vendor shall produce to the authority the penetration test scope for review and agreement as part of the delivery and on-going security assessments.	Not Min	
NFR-0177	4	Security	The SaaS ERP Vendor shall get a penetration test carried out by third party at implementation as part of go live and then on annually or with any major/significant release.	Not Min	

NFR-0187	4	Security	The SaaS ERP Vendor shall conduct security testing to any changes, configuration or deployment to the System to reduce any vulnerabilities	Not Min
NFR-0188	4	Security	The Provide shall prioritise all changes to Minimise vulnerabilities during the maintenance window	Not Min
NFR-0189	4	Security	The SaaS ERP Vendor shall continuously monitor and assess all services for vulnerabilities, preferably, using vulnerability systems. A report for the vulnerability assessment and resolution fix to be published with the Authority	Not Min
NFR-0194	4	Security	The SaaS ERP Vendor shall operate a Security Operations Centre (SOC) and a Security Incident and Event Management (SIEM) system	Not Min
NFR-0196	4	Security	The SaaS ERP Vendor shall ensure security guidance from Government Function Standard 007 is adopted where relevant ( <a href="https://www.gov.uk/government/publications/government-functional-standard-govs-007-security">https://www.gov.uk/government/publications/government-functional-standard-govs-007-security</a> )	Not Min
NFR-0198	4	Security	The SaaS ERP Vendor and The System Implementer shall security screen all personnel accessing data to the BS7858:2019 standard	Not Min
NFR-0202	4	Security	The SaaS ERP Vendor shall ensure security guidance from Government Function Standard 005 is adopted where relevant ( <a href="https://www.gov.uk/guidance/digital-data-and-technology-functional-standard-version-1">https://www.gov.uk/guidance/digital-data-and-technology-functional-standard-version-1</a> )	Not Min

NFR-0203	4	Security	The SaaS ERP Vendor and The System Implementer shall adopt a suitable secure coding practice such as OWASP ( <a href="https://owasp.org">https://owasp.org</a> )	Not Min
NFR-0204	4	Security	The SaaS ERP Vendor shall mirror down the Authorities security posture and compliance requirements	Not Min
NFR-0206	4	Security	The SaaS ERP Vendor shall provide assurance and an overview of how their supply chain is managed in regards to security aspects	Not Min
NFR-0217	4	Security	The System Implementer shall work with the Authority to consider concepts such as zero-trust (authentication of both user and device) and the ability to apply conditional access policies during the System implementation	Not Min
NFR-0232	4	Security	The SaaS ERP Vendor shall audit and record access needs or their personnel along with that of authorities. A report of these access requests/needs and granted access to be published to the Authority on a monthly basis	Not Min
NFR-0244	5	Integration Hub	The System shall provide either API rate limiting or Throttling functionality to control and limit access when necessary	Not Min
NFR-0249	5	Integration Hub	The System shall provide all types of API aggregation in the integration hub	Not Min
NFR-0251	5	Integration Hub	The System shall include automation functionality for API product creation, deployment, publishing and consumption purposes	Not Min
NFR-0252	5	Integration Hub	The System shall provide webservice proxy so as to restrict direct connection with backend services	Not Min

NFR-0253	5	Integration Hub	The System shall provide capability to transform messages per the mapping defined	Not Min
NFR-0254	5	Integration Hub	The System shall include a guaranteed message delivery process to ensure it is known if a message was processed once or not at all	Not Min
NFR-0255	5	Integration Hub	The System shall provide message router capability	Not Min
NFR-0260	5	Integration Hub	The System shall be able to provide integration hub capabilities to support data extraction transformation and load capabilities	Not Min
NFR-0261	5	Integration Hub	The System shall be able to process bulk data uploads and downloads	Not Min
NFR-0265	5	Integration Hub	The System shall have the capability to parse and enrich raw log files	Not Min
NFR-0268	5	Integration Hub	The System shall have capability to publish reports and analytics on resource metric (CPU, memory, storage)	Not Min
NFR-0271	5	Integration Hub	The System shall provide or be able to integration with an identity provider (IdP) for the purpose of securing integration administration, development, deployment and support accounts	Not Min
NFR-0272	5	Integration Hub	The System shall have capability to make deployment of releases during up-time without shutting down the system	Not Min
NFR-0273	5	Integration Hub	The System shall provide API documentation in open API swagger format	Not Min
NFR-0274	5	Architecture	The System shall provide the ability to do robotic process automation of processes.	Not Min

NFR-0275	5	Architecture	The SaaS ERP Vendor and System shall comply with Technology code of practise where applicable	Not Min
NFR-0276	4	Security	The SaaS ERP Vendor shall enable offline-backups ( <a href="https://www.ncsc.gov.uk/blog-post/offline-backups-in-an-online-world">https://www.ncsc.gov.uk/blog-post/offline-backups-in-an-online-world</a> )	Not Min
NFR-0277	7	Support, Maintainability & Service Design	The System shall have the ability to manage change, including identifying, analysing, tracking, and approving changes	Not Min
NFR-0278	7	Support, Maintainability & Service Design	The System shall provide the ability to define and then manage services which are not delivered by the ERP. For example, of a non-ERP service request would be an employee requesting completion of a financial reference statement for a mortgage.	Not Min



## **APPENDIX 1 – TAB 8 (IMPLEMENTATION REQUIREMENTS)**

## 1. Minimum - Implementation Requirements

ID	Grouping	Category	Sub Category	Description	Priority (Min/Not Min)	Tenderer Response	Tenderer Comments
IMP-Tes-00181	10	Testing	Not Used	The Supplier shall perform all activities in Testing phases as per the RACI agreed with Authority in High Level test Strategy document	Min		
IMP-Acc-00001	9	Account Management	Not Used	The Supplier shall provide an account manager who shall manage the relationship with the Authority, with accountability and responsibility to make decisions and where necessary agree changes.	Min		
IMP-Acc-00002	9	Account Management	Not Used	The Supplier shall nominate and provide the Authority access to a senior executive within the Supplier's organisation and a senior executive within each sub contracted organisation with appropriate authority who can be contacted as an escalation route and who will actively work to remediate any issues. These senior executives should be available for Matrix and/or Department Programme Boards as and when required by the Authority.	Min		
IMP-Acc-00003	9	Account Management	Not Used	The Vendor shall nominate and provide the Authority access to a senior executive within the Vendor's organisation and a senior executive within each sub contracted organisation with appropriate authority who can be contacted as an escalation route and who will actively work to remediate any issues. These senior executives should be available for Matrix and/or Department Programme Boards as and when required by the Authority.	Min		
IMP-Acc-00004	9	Account Management	Not Used	The Supplier shall provide regular financial information to support the Authority's financial management and reporting including actual spend and estimated spend against previous and upcoming milestones.	Min		
IMP-Acc-00005	9	Account Management	Not Used	The Supplier shall utilise the document management/repository as nominated by the Authority.	Min		
IMP-Acc-00006	9	Account Management	Not Used	The Supplier shall have a business continuity plan in place to ensure continued progress in the event of any unforeseen circumstances such as a remote working.	Min		
IMP-Acc-00007	9	Account Management	Not Used	The Supplier shall have a clear procedure for dispute escalation as per the Dispute Resolution Procedure Contract Schedule.	Min		

IMP-Acc-00008	9	Account Management	Not Used	The Supplier shall agree with the Authority a collaborative ways of working charter that all parties will commit to in an effort to avoid contract dispute escalations.	Min
IMP-Acc-00009	9	Account Management	Not Used	The Supplier account manager scope shall include management of the relationship with SaaS Vendor and other third party vendors and suppliers who are involved in the solution being developed.	Min
IMP-Acc-00010	9	Account Management	Not Used	The Supplier shall also make available an account manager to manage the relationship with third party suppliers where a technical integration to the Matrix solution is being developed.	Min
IMP-Acc-00011	9	Account Management	Not Used	The Supplier shall make available an Account Manager for each implementing Department	Min
IMP-Acc-00013	9	Account Management	Not Used	The Supplier shall help establish a direct relationship between Authority and the SaaS vendor so that Authority can escalate any technology issues directly within SaaS vendor organization than through the publicly available support portal.	Min
IMP-Ass-00014	9	Assurance	Not Used	The Authority will work with third party assurance providers as required (including but not limited to IPA / GIAA / NAO / GDS / GBS and any third party suppliers), alongside the Supplier's input into assurance processes while delivering requested material and responses to a high quality and in a timely manner.	Min
IMP-Bui-00015	10	Build	Not Used	The Supplier shall design, configure, test and implement the Service System in accordance with Authority's requirement.	Min
IMP-Bui-00016	10	Build	Not Used	The Supplier shall work closely with SaaS ERP vendor and the department tech team to design, build, test and implement the integration and/or interfaces between the Service System and the Authority's other systems as specified in the Service System requirements of this document.	Min
IMP-Bui-00017	10	Build	Not Used	The Supplier shall build and maintain configuration records throughout the programme to the point of handover of the management of the systems to the identified function.	Min
IMP-Bui-00018	10	Build	Not Used	The Supplier shall provide a tenant management plan for duration of the project that includes technical details (including but not limited to types of data, capacity etc) about all separate environments.	Min
IMP-Bui-00020	10	Build	Not Used	The Supplier shall be putting together detail functional and tech specifications for end to end interface which will be approved by Matrix programme.	Min



IMP-Bus-00022	8	Business Change	Not Used	The System Implementer shall support the identification of key areas of change, and define, narrate and document how it will support the business change required in the Authority's Departments, Directorates and Functions and the Business Process Service (BPS) partner (but not limited to these groups).	Min
IMP-Bus-00023	8	Business Change	Not Used	The Supplier shall seek approval from the Authority for all products and deliverables as detailed within the Implementation Plan.	Min
IMP-Bus-00024	8	Business Change	Not Used	The Supplier shall provide the Authority with Business Change expertise to de-risk and provide assurance to the Authority on business readiness approaches and plans and risk mitigation planning.	Min
IMP-Bus-00027	8	Business Change	Not Used	The System Implementer shall support the creation, utilisation and refinement (as required) of design and change products e.g. Journey maps and personas to align to their level 4 & 5 process maps to assist in adoption of the newly aligned government processes and ways of working.	Min
IMP-Bus-00029	8	Business Change	Not Used	The System Implementer shall provide an approach and plan for post go-live support	Min
IMP-Com-00030	9	Commercials	Not Used	The Supplier shall secure the Authority's continued legal right to use all solutions and licences in the event that the Supplier, Sub-Contractor or Vendor effectively or actually ceases to be operational, is unable to meet its contractual obligations and or in the event of early termination of the Agreement.	Min
IMP-Com-00032	9	Commercials	Not Used	The Supplier shall together with any relevant sub-contractors attend contract and or service review meetings throughout the duration of the contract including providing regular reports.	Min
IMP-Com-00033	9	Commercials	Not Used	The Supplier shall agree with the Authority the proportionate reduction in the Charges for the corresponding milestone where a milestone deliverable cannot be delivered (in part or in full).	Min
IMP-Com-00034	9	Commercials	Not Used	The Supplier shall provide any additional resources requested by the Authority (related to the provision of the Services) in accordance with the agreed Change Control Procedure on either a Time and Materials or Fixed Price basis.	Min
IMP-Com-00035	8	Communications	Not Used	The Supplier shall lead and manage the population of content and metadata for the ERP knowledgebase solution to ensure effective usability to support self-service for all users. The Supplier shall submit these artefacts to the Authority for Approval as detailed within the Implementation Plan. The Authority will assist in providing content related to business policies.	Min

IMP-Com-00037	8	Communications	Not Used	The System Implementer shall produce and maintain materials (inc. training) with the agreed branding where practical , to support familiarisation in advance of user testing and for business readiness of impacted stakeholders and business units where appropriate. All artefacts produced by the System Implementer need Approval by the Authority as detailed within the Implementation Plan.	Min
IMP-Com-00038	8	Communications	Not Used	The System Implementer shall support clear and effective user communications, based on industry best practice, to ensure self-service is optimised and that are appropriate for all users that are identified through the training needs analysis completed during detailed design. 'All users' includes but is not limited to assistive technology users, self-service users, professional users, shared service users, and functional support and configuration users.	Min
IMP-Com-00039	8	Communications	Not Used	The Supplier shall provide all user materials in an accessible format that can be supported by assistive technologies.	Min
IMP-Com-00041	8	Communications	Not Used	The Supplier shall provide us with comms expertise to de-risk and provide assurance to the Authority on communication and engagement approaches and plans and risk mitigation planning.	Min
IMP-Com-00042	8	Communications	Not Used	The System Implementer shall support the production clear branding and marketing for go-live that has been effectively researched and tested with defined stakeholders. All artefacts produced by the supplier need Approval by the Authority.	Min
IMP-Com-00043	8	Communications	Not Used	The Supplier shall provide continually updated materials (including comms and training) to the Authority in line with the latest releases to ensure they reflect the latest processes and functionality for the duration of the Supplier involvement.	Min
IMP-Cut-00044	10	Cut Over	Not Used	The Supplier shall develop and manage a master cut over plan for each department based on detailed planning sessions with all relevant parties, e.g. BPO providers, Matrix team, Departments. A go/no go decision will be part of the final testing gateway as detailed in the testing strategy to be developed between Supplier and Authority with ultimate approval sitting with the Authority.	Min
IMP-Cut-00045	10	Cut Over	Not Used	The Supplier shall engage with the Authority during each cut over phase such that tasks are tracked, regular progress is reported and relevant business communications are supported.	Min

IMP-Cut-00046	10	Cut Over	Not Used	The Supplier in partnership with the Authority shall manage and liaise with all third-party vendors and sub-contractors to successfully complete transition and cutover on time for each department.	Min
IMP-Cut-00047	10	Cut Over	Not Used	The Supplier shall as part of each Cut Over provide the Authority will all project documentation and logs in the agreed document library.	Min
IMP-Cut-00048	10	Cut Over	Not Used	The Supplier shall provide project and support resources on the ground at agreed locations for the period of each cut over.	Min
IMP-Cut-00049	10	Cut Over	Not Used	The Supplier shall produce and manage a clear transition plan for the move from old to new system as part of each Cut Over.	Min
IMP-Cut-00050	10	Cut Over	Not Used	The Supplier shall develop and document a fall back contingency plan for each go-live.	Min
IMP-Cut-00051	10	Cut Over	Not Used	The Supplier shall undertake an dress rehearsal for each go-live to ensure controls are in place to ensure there are no data breaches. E.g. Accidental triggering of emails to employees/third parties.	Min
IMP-Dat-00052	10	Data Migration	Not Used	The Supplier shall articulate clearly in the Implementation Plan and the Supplier's Data Migration Strategy (as appropriate) the information it requires from the Authority, the BPO Supplier and any third parties (and the dates by which this information is required) in order to ensure delivery of the Implementation Plan.	Min
IMP-Dat-00053	10	Data Migration	Not Used	The Supplier shall produce, for Authority Approval, a detail Data Migration Strategy which aligns with the Authority Top level Data Migration Strategy.	Min
IMP-Dat-00054	10	Data Migration	Not Used	The Supplier shall in accordance with the Authority's Data Migration Strategy support and/or lead on activities to cleanse, restructure, migrate and reconcile data from existing systems and other legacy data stores to the Service System.	Min
IMP-Dat-00055	10	Data Migration	Not Used	The Supplier shall in accordance with the Authority's Data Migration Strategy load cleansed and transformed production data (and relevant metadata and/or configuration data) from existing systems and other legacy data stores to the Service System. The Supplier will be required to undertake practice runs on non-production environments prior to each production data migration.	Min
IMP-Dat-00056	10	Data Migration	Not Used	The Supplier shall provide during migrations a means to split source data into current data for transfer to the operational systems and into historic data for transfer to an archive that is accessible to the reporting solution.	Min

IMP-Dat-00057	10	Data Migration	Not Used	The Supplier shall propose and agree with the Authority a set of Entry and Exit gate criteria for each phase of data migration. A report and review process will be undertaken prior to commencement and completion of a data migration cycle.	Min
IMP-Dat-00060	10	Data Migration	Not Used	The Supplier shall develop and deliver for future use a repeatable Transformation and Load tool set that can be used at any future point for further onboardings that may be required due to Machinery of Government transformations or mass bulk uploads of records covered by the Data Migration scope.	Min
IMP-Des-00062	10	Design	Not Used	The Supplier shall sequence design to ensure the design is future proofed for onboarding all cluster departments and any configuration differences are agreed by exception between Authority and the Supplier. Ensure the risk of design decision is understood and mitigated	Min
IMP-Des-00063	10	Design	Not Used	The Supplier shall ensure subsequent onboarding Departments, ALB's or entities understand the design coming out of the lead Department's design sessions and are involved where relevant.	Min
IMP-Des-00065	10	Design	Not Used	The Supplier shall validate the Authority's prescribed design governance process within the Matrix Programme and propose any amendments and Supplier/Vendor representatives. The Supplier is then expected to adhere to the agreed design governance process through the project ensuring attendance in all working groups and design authority boards of the governance process.	Min
IMP-Des-00066	10	Design	Not Used	The Supplier shall propose, and in agreement with the Authority, amend existing design governance or implement new governance mechanism by which detail design and build is aligned to blueprint output. A process needs to be put in place to ensure any deviation from alignment to Blueprint is reviewed and approved by the Authority.	Min
IMP-Des-00067	10	Design	Not Used	The Supplier shall ensure design encompasses end to end process rather than just the process within the core ERP modules and Departments understand the impact of the design on their current organisations. This applies to system integrations as well.	Min
IMP-Des-00069	10	Design	Not Used	The Supplier shall ensure design documents follow open standards allowing an open choice of tools and communication for system design and data modelling.	Min

IMP-Des-00071	10	Design	Not Used	The Supplier shall ensure design governance is closely tied with the overall programme plan ensuring the governance timescales are considered thoroughly in the plan.	Min
IMP-Des-00072	10	Design	Not Used	The Supplier shall consider all aspects of the solution including but not limited to - Processes, security mode, integrations, reporting, data migration, day 2 features, future onboardings, quarterly product release, Training, Support and running of service etc are considered from the very first stages of the design phase.	Min
IMP-Des-00073	10	Design	Not Used	The Supplier shall ensure a change control process is in place through design, build and onboarding of Departments and its associated entities	Min
IMP-Des-00075	10	Design	Not Used	The Supplier shall deliver a full design life cycle for all departments maximising its potential in meeting Requirements using standard configurable functionality.	Min
IMP-Des-00077	10	Design	Not Used	The Supplier shall maintain a Design traceability matrix of detail design again business outcomes.	Min
IMP-Exi-00078	10	Exit to BAU	Not Used	The Supplier shall participate in a period of knowledge share with the business as usual support team or organisation.	Min
IMP-Exi-00079	10	Exit to BAU	Not Used	The Supplier shall ensure all handover documents, technical specifications and configuration libraries are stored in the agreed document library/storage.	Min
IMP-Hyp-00080	10	Hypercare	Not Used	The Supplier shall provide a period of post go live support (Hypercare) based on the phased implementation plan to be agreed with the Authority.	Min
IMP-Hyp-00081	10	Hypercare	Not Used	The Supplier shall agree with the Authority a set of Severity classifications for post go live defects during hyper care and their associated response and resolution times.	Min
IMP-Hyp-00082	10	Hypercare	Not Used	The Supplier shall agree with the Authority a service management process to be followed along with any tools that need to be used for effective service management during hyper care.	Min
IMP-Hyp-00083	10	Hypercare	Not Used	The Supplier shall share database of all defects encountered with resolution, any open issues with approach to resolution and all change requests that has been worked upon as part of the exit criteria from hyper care.	Min
IMP-Hyp-00084	10	Hypercare	Not Used	The Supplier shall agree with the Authority a set of criteria for an Exit Gate from hyper care that will be reviewed and the end of the period and must be within acceptable tolerances before hyper care ends.	Min

IMP-Hyp-00085	10	Hypercare	Not Used	The Supplier shall at completion of hyper care submit a final list of all system to system interfaces including manual, semi-automated and automated integrations.	Min
IMP-Hyp-00086	10	Hypercare	Not Used	The Supplier shall actively participate in a series of iterative lesson learnt workshops following each hyper care period.	Min
IMP-Hyp-00087	10	Hypercare	Not Used	The Supplier shall manage and oversee any Vendor releases that are due during the build and hyper care period or periods.	Min
IMP-Hyp-00088	10	Hypercare	Not Used	The Supplier shall not exit hyper care until all interfaces, integrations and significant processes have been run at least once.	Min
IMP-Lic-00089	10	Licence	Not Used	The Supplier shall be required to produce a list of required software licences (excluding the Service System software), a price at which those licences could be purchased for through the Supplier plus contact details for the software vendor. The Authority may choose to contract with software vendors separately to Supplier specifically for software licences. The Authority reserves the right to purchase the licences themselves outside of the Contract with the Supplier.	Min
IMP-Mig-00092	10	Migrate and Transition	Not Used	The Supplier shall transfer skills to ensure the Matrix support team (BPO provider/dept resource) are ready to assume go live responsibilities).	Min
IMP-Pro-00095	10	Project Management	Not Used	The Supplier shall deliver an implementation that meets the Functional and Non-Functional requirements, supports the Authority's operating model and supports the Authority's business change objectives. The requirements traceability matrix, programme plans and milestones will be used to assess completeness.	Min
IMP-Pro-00096	10	Project Management	Not Used	The Supplier shall produce and maintain overarching solution architecture that maps to the Target Operating Model and supports optimised and efficient ways of working. All artefacts produced by the Supplier need Approval by the Authority as detailed within the Implementation Plan.	Min
IMP-Pro-00097	10	Project Management	Not Used	The Supplier shall lead, facilitate and coordinate activities required to deliver the implementation. This shall include regular engagement and meetings (as required) between all relevant parties including (but not limited to) the Authority, the Service System Supplier and the BPO Supplier.	Min

IMP-Pro-00098	10	Project Management	Not Used	The Supplier shall ensure all configuration data is uploaded to the appropriate Authority system(s) prior to a Milestone Achievement Certificate being issued.	Min
IMP-Pro-00100	10	Project Management	Not Used	The Supplier shall include in its Implementation Plan validation of the Target Operating Model, process design and requirements upon commencement of the Service on the understanding that the Authority is progressing these artefacts in parallel with the procurement process.	Min
IMP-Pro-00101	10	Project Management	Not Used	The Supplier shall agree a set of deliverables with the Authority with associated milestone dates for their completion and associated acceptance criteria. A percentage value of the overall contract value will be associated to each milestone.	Min
IMP-Pro-00102	10	Project Management	Not Used	The Supplier shall be required to include sufficient time in the Implementation Plan for workshops, outcomes, engagement routes and the review of Deliverables such that each stage of the acceptance criteria (for each Deliverable) has sufficient time. The Supplier should not expect to deliver multiple Deliverables at the same time but should stagger their publication to help the review and acceptance process. The Supplier (with the agreement of the Authority) may request that certain Documentation Deliverables are combined to help expedite the acceptance process.	Min
IMP-Pro-00103	10	Project Management	Not Used	The Supplier shall for each complex Deliverable and in addition to the Acceptance Criteria, the Supplier will arrange a workshop to walk the Authority's nominated representatives through it if requested by the Authority.	Min
IMP-Pro-00104	10	Project Management	Not Used	The Supplier shall produce a means for the authoring, publishing, and maintenance of support materials (including but not limited to knowledge base, FAQ, transaction walk throughs and responses for Virtual Assistant) which will be accessed by both BPO Supplier staff and users through a variety of channels (e.g. webchat, chatbot, intranet, context-specific help, phone, email), and requires to be up to date and consistent across every channel. Provide business change advice and consulting on managing the implementation of this model ensuring there are clear roles and responsibilities identified, assigned and articulated in this model. The Supplier shall submit these artefacts to the Authority for Approval as detailed within the Implementation Plan.	Min



IMP-Pro-00105	10	Project Management	Not Used	The Supplier shall provide us with their playbooks/ standard best practice processes to maximise the best use of modern cloud systems, including provision of advice on transformational opportunities for cloud system's future roadmap of change.	Min
IMP-Pro-00106	10	Project Management	Not Used	The Supplier shall work as part of the Authority's change programme team reporting into the Programme Manager and Programme Director.	Min
IMP-Pro-00107	10	Project Management	Not Used	The Supplier shall integrate into and work collaboratively with the Authority's Programme and BPO Supplier. This shall involve working collaboratively with third parties including Cloud System supplier, contractors, OGD and or other suppliers to the Authority.	Min
IMP-Pro-00108	10	Project Management	Not Used	The Supplier shall develop a project initiation document which aligns to the Programme Business Case and Programme Initiation Documentation as agreed between Authority and Suppliers. This should include project end to end solution scope, Day 1 and Day2 deliverables, inter-relationship between suppliers, risk, issue and dependency logs, and approach to sequential roll out in detail like how to manage certain functionalities that are not being consumed by lead department.	Min
IMP-Pro-00109	10	Project Management	Not Used	The Supplier shall develop and maintain a project plan covering resources and their scope of activities which will form part of the wider Programme Plan.	Min
IMP-Pro-00110	10	Project Management	Not Used	The Supplier shall utilise project management, collaboration, document management and task management tools. Suggested by Supplier and agreed with the Authority.	Min
IMP-Pro-00111	10	Project Management	Not Used	The Supplier shall deliver the solution using an implementation approach which meets the needs of the Authority, while maintaining business continuity.	Min
IMP-Pro-00112	10	Project Management	Not Used	The Supplier shall provide regular reporting to the Programme Manager and Programme Director and the wider Authority (where required) to show activity updates or highlights, progress against plan, deliverable status, risks, issues, dependencies, assumptions, blockers, testing results, or any other element of the Supplier service.	Min



IMP-Pro-00113	10	Project Management	Not Used	The Supplier shall align with the Authority's business calendar and recognise that business-as-usual events will mean that access to end users, current back office systems and the ability to transition to the Service System shall be restricted at points during the year. A significant period of time for business processing is around Fiscal year end (March/April). Key holiday period around Christmas and school summer holidays need as well be considered.	Min
IMP-Pro-00114	10	Project Management	Not Used	The Supplier shall be agile, flexible and accommodate changes in the Authority that occurs within the life cycle of the Agreement including: Machinery of Government changes, organisation structures, personnel attrition, a government Spending Review.	Min
IMP-Pro-00115	10	Project Management	Not Used	The Supplier shall manage risks and issues contributing to the Authority's register and escalate to the Authority as required.	Min
IMP-Pro-00116	10	Project Management	Not Used	The Supplier shall work collaboratively and sensitively with end users.	Min
IMP-Pro-00117	10	Project Management	Not Used	The Supplier shall use its own activity tracking tool to ensure that tasks can be assigned and tracked and shall ensure this is accessible by the Authority. Where the Authority directs the Supplier to use the Authority's activity tracking tool, the Supplier shall do so.	Min
IMP-Pro-00118	10	Project Management	Not Used	The Supplier shall provide all design, build, test and other project documentation to the Authority. The Authority will have ownership of said documentation and the Supplier will not re-use any part without prior consent from the Authority.	Min
IMP-Pro-00119	10	Project Management	Not Used	The Supplier shall use a recognised project methodology to underpin all implementation activities overlayed with any accelerators from previous projects or experience.	Min
IMP-Pro-00120	10	Project Management	Not Used	The Supplier shall agree with the Authority a suitable Change Control Process (as per relevant Change Control Contract Schedule) and mechanism that is documented and regularly reviewed in line with Commercial payment milestones.	Min
IMP-Pro-00124	10	Project Management	Not Used	The Supplier shall produce and maintain a requirements traceability matrix, which will be utilised with the Authority to assess completeness.	Min

IMP-Pro-00126	10	Project Management	Not Used	During each phase of the Implementation and Onboarding, the Supplier shall work alongside and incorporate key subject matters covering security, data, functional expertise, to ensure compliance and alignment to emerging and current government policy and position, but also to enable knowledge transfer into the functions.	Min
IMP-Pro-00127	10	Project Management	Not Used	The Supplier shall work alongside the Matrix selected / decided BPO to ensure knowledge transfer of the testing and onboarding protocols.	Min
IMP-Pro-00128	10	Project Management	Not Used	The Supplier shall work alongside the Matrix selected / decided system and data management team, to ensure knowledge transfer of the system build, integrations.	Min
IMP-Pro-00130	10	Project Management	Not Used	The Supplier shall establish a project management office function to work alongside the Authority PMO, co-ordinating workstream activity, administering governance, and keeping a file management structure for documentation.	Min
IMP-Pro-00131	10	Project Management	Not Used	The Supplier shall proactively identify and manage risks, issues, assumptions and dependencies in relation to implementation in partnership with Departments and the Authority.	Min
IMP-Pro-00132	10	Project Management	Not Used	The Supplier shall develop a roadmap for the customer transformations, enabling immediate and future efficiencies, and increases in service effectiveness and user experience.	Min
IMP-Res-00133	10	Resources	Not Used	The Supplier shall appropriately performance manage Supplier Personnel.	Min
IMP-Res-00134	10	Resources	Not Used	The Supplier shall obtain permission from the Authority before adding new resources or moving existing resources in the delivery of the Services.	Min
IMP-Res-00135	10	Resources	Not Used	<p>The Supplier shall ensure all Supplier, Provider and subcontracted Personnel are Baseline Personnel Security Standard (BPSS) compliant and, in addition, those Supplier Personnel working with solution data shall be Security Check (SC) cleared and only those Supplier Personnel who are Counter Terrorist Check (CTC) clearance shall be eligible for an Authority building pass.</p> <p>[NB: For the avoidance of doubt, Tenderers do not need all Personnel listed in the tender response to already hold the relevant clearance level. However, such Personnel will be expected to undergo the relevant clearance processes before commencing any task on the project should the Supplier's tender be selected for award].</p>	Min

IMP-Res-00136	10	Resources	Not Used	The Supplier shall ensure appropriate Supplier Personnel can attend in person as required UK based office locations for programme meetings, workshops and general working.	Min
IMP-Res-00137	10	Resources	Not Used	The Supplier shall develop and maintain a resource plan highlighting which resources will be used in the performance of the Services each month.	Min
IMP-Res-00138	10	Resources	Not Used	The Supplier shall ensure the efficient use of Supplier Personnel delivering the Services for example, by only starting them when required and rolling them off when no longer required.	Min
IMP-Res-00139	10	Resources	Not Used	The Supplier shall ensure all Supplier Personnel have appropriate experience of performing the same or similar roles on previous projects or programmes.	Min
IMP-Sys-00144	10	System	Not Used	The Supplier shall be required to use an architectural methodology that is aligned with an industry recognised Enterprise Architecture methodology and aligns with the Matrix Enterprise Architectural Principles.	Min
IMP-Sys-00146	10	System	Not Used	The Supplier shall design a solution that meets brand guidelines of the Authority. This brand will remain the intellectual property of the Authority.	Min
IMP-Sys-00147	10	System	Not Used	The Supplier shall ensure (unless otherwise agreed with the Authority) the Service System is implemented on the Providers current system release and that the implementation plan takes account of release cadence from the Vendor during the project.	Min
IMP-Tes-00148	10	Testing	Not Used	The Supplier shall produce, for Authority Approval, a Supplier Test Strategy which aligns with the Authority Test Strategy.	Min
IMP-Tes-00149	10	Testing	Not Used	<p>The Supplier shall manage, perform, report and document the following types of testing, using its own systems, in line with the agreed test strategy:</p> <p>Unit Test</p> <p>System Test (to include data testing / reconciliation of source to report)</p> <p>Stress Test / Volume Test</p> <p>Regression Test</p> <p>Integration Test</p> <p>Payroll Comparison</p> <p>Post Deployment Test</p> <p>Penetration Test</p> <p>UAT (only manage).</p>	Min

IMP-Tes-00151	10	Testing	Not Used	The Supplier shall assist end to end business process (not just system) testing Co-ordinating with authority personnel, departments, and upstream and downstream groups.	Min
IMP-Tes-00152	10	Testing	Not Used	The Supplier shall provide a list of resources required from the authority to support test phases they lead sufficiently in advance of the start of test phase.	Min
IMP-Tes-00160	10	Testing	Not Used	The Supplier shall manage, support test scripts creation, assist the Authority to carry out and (where appropriate) provide rectification for the User Acceptance Test phase. This shall include tracking and reporting test progress with a real time dashboard updates, defect resolution and test outcome. All testing activity shall be in accordance with the Authority's Test Strategy.	Min
IMP-Tes-00161	10	Testing	Not Used	The Supplier shall ensure all test scripts (with exceptions like Unit test) cover end to end process testing through scenarios and there is clear traceability between what is being tested and changes in [the Authority's and BPO Supplier's] ways of working.	Min
IMP-Tes-00164	10	Testing	Not Used	The Supplier shall work with the SaaS Vendors and ensure sufficient tenants are available for carrying out tests.	Min
IMP-Tes-00166	10	Testing	Not Used	The Supplier shall provide and maintain a real-time testing dashboard and suite of reports at all testing stages for which they have responsibility.	Min
IMP-Tes-00167	10	Testing	Not Used	The Supplier shall carry out usability testing sessions with functional and non-functional users to inform the iterative configuration of the solution and ensure effective and streamlined usability for these users, including users with accessibility requirements.	Min
IMP-Tra-00169	8	Training	Not Used	The System Implementer shall produce a training plan informed by the Authority Training Strategy, dept information and TNAs, prior to exit of the Service System. Training may need to be delivered across multiple locations and medium and may require additional bespoke accessibility approach..	Min
IMP-Tra-00170	8	Training	Not Used	The System Implementer shall provide training (on a 'train the trainer basis's or alternative best practice) to BPO and AMS teams prior to exit to the Authority's live services team in relation to Third Line Support activities, where required.	Min

IMP-Tra-00171	8	Training	Not Used	The System Implementer shall create appropriate materials e.g training materials, guides, operating handbooks for key business user groups including but not limited to HR Function, Commercial Function, Finance Function, Live Services Team, Process Owner Group, Line Managers & Employees. These materials should meet the accessibility standards WCAG 2.22AAA	Min
IMP-Tra-00172	8	Training	Not Used	The Supplier shall provide training environments, to support familiarisation in advance of user testing and for business readiness of impacted stakeholders and business units. All artefacts produced by the supplier need Approval by the Authority as detailed within the Implementation Plan.	Min
IMP-Tra-00173	8	Training	Not Used	The Supplier shall provide detailed in system guidance supporting users navigation and use of the system to reach business outcomes. This will cover end to end process steps (outside system steps to be included where possible) across all HR and Finance Process areas (including Payroll and Procurement). These shall be produced in line with the implementation plan and be included in UAT testing.	Min
IMP-Tra-00174	8	Training	Not Used	The Supplier shall support the Authority and departments on the development of the Matrix training strategy and Training Needs Analysis (TNA) based on experience and knowledge of best in class methods, and support the execution of the strategy.	Min
IMP-Tra-00175	8	Training	Not Used	The Supplier shall provide a provision for training stakeholders post go-live for the duration of hyper care to address any critical adoption issues e.g. reporting.	Min
IMP-Des-00177	10	Design	Not Used	The Supplier shall support/create functional walkthroughs (playbacks), prototypes and demo's at agreed points within the implementation cycle and validate design with the Authority.	Min
IMP-Des-00178	10	Design	Not Used	The Supplier shall create design products through the detailed design process to bring to life the design for the Authority and its representatives and users. Such products as User Journeys, Innovative tools and Digital based walk throughs using the system should be considered.	Min
IMP-Des-00179	10	Design	Not Used	The Supplier shall build and maintain a risk and controls matrix and framework (RACM/F) showing all the controls that will be used to proactively and reactively control the processes. They shall ensure that the RACM/F is maintained as a live document through the programme and eventually handed off to the Authority.	Min

IMP-Des-00180	10	Design	Not Used	The Supplier shall create functional specifications, associated presentational material, design mock ups for key outputs in design for example but not limited to integrations, reporting of all types, charts of accounts etc.	Min	
IMP-Des-00061	10	Design	Not Used	The Supplier shall produce and maintain to-be process maps at Level 5 (Process Steps) within specialised process mapping software to contain information that covers but not limited to Role, Organisation, Processes Steps, Controls, KPI's, SLA's using the agreed notation standard (Currently BPMN) throughout the programme lifecycle for all processes in scope of the Programme, such that these process maps are maintainable post implementation.	Min	
IMP-Des-00070	10	Design	Not Used	The Supplier shall provide suitable design accelerators like L5 process maps, config documents, functional/technical design documents etc based on their prior experience design solutions of this scale.	Min	
IMP-Tra-00168	8	Training	Not Used	The System Implementer shall provide suitably experienced training resources to provide support and appropriate training as defined in the strategy and TNA across all Authority Departments.	Min	

## Section 2. Not Minimum Implementation Requirements

ID	Grouping	Category	Sub Categ	Description	Priority (Min/Not Min)	Tenderer Response	Tenderer Comments
IMP-Bus-0182	8	Business Change	Not Used	The system shall provide automated updates to system guidance materials when systems or processes change, including but not limited to work instructions or system guidance documents.	Not Min		
IMP-Acc-00012	9	Account Management	Not Used	The Supplier shall provide performance reporting/dashboards/packs/feedback on account management should be able to show data at cluster level, and broken down by Department (and ALB) to enable review at a granular level.	Not Min		
IMP-Bui-00019	10	Build	Not Used	The Supplier shall agree on a coding standards for any coding required and ensure this standard is adhere to.	Not Min		
IMP-Bui-00021	10	Build	Not Used	The Supplier shall co-ordinate with Department Technical teams and department vendors for development of interfaces and integrations.	Not Min		

IMP-Bus-00025	8	Business Change	Not Used	The Supplier shall advise on tested methods/approaches for user engagement for the Authority Departmental Business Change Leads to utilise and support a wide range of channels and a variety of innovative methods to ensure active buy-in from users and both senior and junior stakeholders for the new ways of working. In particular, the supplier shall take into consideration people sensitivities and individual departmental differences while managing change.	Not Min
IMP-Bus-00026	8	Business Change	Not Used	The Supplier shall ensure Business Change Management is closely integrated with all Programme management activity and is given appropriate time and attention to allow readiness of the departments for go-live.	Not Min
IMP-Bus-00028	8	Business Change	Not Used	The Supplier shall support the Authority and departments in the capture of business change impacts.	Not Min
IMP-Com-00031	9	Commercials	Not Used	The Supplier shall be required to grant the appropriate Intellectual Property Rights (IPR) through licensing or other methods of transfer to the Authority, such that the Authority shall retain all rights to the configuration and design of the solution from the point of configuration (to include but not limited to: specifically written software, data within the solution, source code (of any interfaces, extensions or customer reports) and project specific IPR like communications, etc for change management). This will not include Supplier processes or methodology.  [This requirement excludes the Service System and the Authority acknowledges the specifics of this may need negotiation].	Not Min
IMP-Com-00036	8	Communications	Not Used	The System Implementer shall, in accordance with the Authority's Business Change Strategy organise, lead and deliver demonstrations of the Service System in conjunction with dept Process Owners using representative data for nominated Authority Personnel and selected Government department staff to help increase understanding for the new ways of working and support adoption.	Not Min
IMP-Dat-00058	10	Data Migration	Not Used	The Supplier shall undertake at least 5 data migration test cycles through the course of the initial implementation and at least 3 cycles for each subsequent onboarding.	Not Min



IMP-Dat-00059	10	Data Migration	Not Used	The Supplier shall ensure that a data reconciliation success rate of at least 97.5% is achieved at each testing (UAT, PCT and Dress Rehearsal) data migration cycle and for go-live or subsequent onboarding. This target does not apply to development data migration cycles.	Not Min
IMP-Des-00064	10	Design	Not Used	The Supplier shall ensure relevant cross Government initiatives are taken into consideration as advised by the Authority in design so as to ensure the end to end solution is optimised with efficient usage of different Gov Services that are being implemented.	Not Min
IMP-Des-00068	10	Design	Not Used	The Supplier shall use a collaborative approach to design and ensure the design decisions and outcomes are articulated using tried and tested methods like workshops and conference room pilots with right set of audience identified in advance.	Not Min
IMP-Des-00074	10	Design	Not Used	The Supplier shall put together a design process that incorporates robust audit trail of all decisions, peer and design authority review of design, engagement of Cloud Users where applicable.	Not Min
IMP-Des-00076	10	Design	Not Used	The Supplier shall publish design playbooks upfront.	Not Min
IMP-Lic-00090	10	Licence	Not Used	The Supplier shall for any software licences purchased through the Supplier for the benefit of the Authority, the proprietary holder and main licensee for the software licenses is required to be the Authority (subject to any other arrangement with the Supplier, this will be the default position).	Not Min
IMP-Mig-00091	10	Migrate and Transition	Not Used	The Supplier shall develop a transition and migrate plan for each integration point and co-ordinate between Matrix Programme, Department and 3rd party supplier the said execution.	Not Min
IMP-Mig-00093	10	Migrate and Transition	Not Used	The Supplier shall provide business readiness checklists to support go / no go decision making.	Not Min
IMP-Mig-00094	10	Migrate and Transition	Not Used	The Supplier shall provide detailed cutover plans for all aspects of the new solution.	Not Min



IMP-Pro-00099	10	Project Management	Not Used	The Supplier shall throughout the Contract term attend service review meetings between the Supplier, the Authority and each Service System software vendor to understand the product roadmap and new features.	Not Min
IMP-Pro-00121	10	Project Management	Not Used	The Supplier shall provide a Programme Management Structure showing how the suppliers will interface with the Programme Team. This should include all Vendors within the partnership.	Not Min
IMP-Pro-00122	10	Project Management	Not Used	The Supplier shall validate the RACI prepared by the Programme and agree on adopting this RACI for the Programme.	Not Min
IMP-Pro-00123	10	Project Management	Not Used	The Supplier shall use a Project Management tool that is accessible by authority and other third parties involved.	Not Min
IMP-Pro-00125	10	Project Management	Not Used	The Supplier shall provide the authority with progress materials, reports and supporting information for Matrix governance and assurance gateways.	Not Min
IMP-Pro-00129	10	Project Management	Not Used	The Supplier shall ensure lessons learnt from onboarding initial departments is documented and apply the lessons learnt to subsequent department roll out. These lessons learnt document must be handed over to the Authority for any future onboarding.	Not Min
IMP-Res-00140	10	Resources	Not Used	The Supplier shall ensure that when transferring Resources on or off the programme adequate replacements are available.	Not Min
IMP-Res-00141	10	Resources	Not Used	The Supplier shall maintain a succession plan is in place for their project team while moving resources out of the project.	Not Min
IMP-Soc-00142	9	Social Value	Not Used	The Supplier shall regularly report measures (quantitative and qualitative as appropriate) of how it is implementing its agreed Social Value benefits under the contract, and shall actively promote positive outcomes achieved from social value activities.	Not Min

IMP-Sta-00143	10	Standards	Not Used	<p>The SaaS ERP Vendor and Supplier shall provide assistance to the Authority in carrying out a full independent Penetration Test of the solution.</p> <p>[N.B. The Authority recognises the need to agree an approach with the Service System provider and that it may not be possible in Production but can be carried out in a representative test environment].</p>	Not Min
IMP-Tes-00150	10	Testing	Not Used	The Supplier shall agree with the Authority a set of Entry and Exit Gateways (including criteria and tolerance levels) between each testing phase and ultimately go-live.	Not Min
IMP-Tes-00162	10	Testing	Not Used	The Supplier shall provide user access and login to the testing tool for the purpose of transparency and for the Authority to be able to track, monitor and assist with defects and testing progression.	Not Min
IMP-Tes-00163	10	Testing	Not Used	The Supplier shall document how the data required to support testing will be made available and refreshed when necessary.	Not Min
IMP-Tes-00165	10	Testing	Not Used	The Supplier shall perform automated testing where possible and hand over the script, documentation and know-how of these tests to the authority which exiting service.	Not Min
IMP-Des-00183	10	Design	Not Used	The System Implementer shall deliver the design, processes and governance corresponding to the tools and technology to support the delivery of successful Master Data Management.	Not Min

**APPENDIX 1 – TAB 9 (OPTIONAL REQUIREMENTS)**

## 1. Minimum Requirements

ID	Group	Category	Sub Category	Description	Priority (Min/Not Min)	Tenderer Response	Tenderer Comments
BR_FIN_3000	11	Finance	Project accounting	Allow classification of projects based on criteria determined by the Matrix Cluster e.g. type of project, alignment to organisational strategy, owning business unit etc.	Min		
BR_FIN_3001	11	Finance	Project accounting	Allow forecast and budgets to be reviewed against project actuals	Min		
BR_FIN_3003	11	Finance	Project accounting	Allow rules to be set around what items are capitalised and what is expensed to the profit and loss account	Min		
BR_FIN_3004	11	Finance	Project accounting	Allow the allocation of overhead costs for management resources	Min		
BR_FIN_3005	11	Finance	Project accounting	Capture costs and charge out to required areas both within a given Department and between Departments on the Service System. All charge outs to be subject to Matrix Cluster defined workflow	Min		
BR_FIN_3006	11	Finance	Project accounting	Capture costs and charge out to required areas between Service System Departments and Departments, ALBs and third parties on other systems.. All charge outs to be subject to Matrix Cluster defined workflow	Min		
BR_FIN_3007	11	Finance	Project accounting	Capture costs for projects or portfolios of activity	Min		
BR_FIN_3009	11	Finance	Project accounting	Enable the creation of hierarchical portfolios of programmes, projects and subprojects to provide different reporting views	Min		

BR_FIN_3010	11	Finance	Project accounting	Create projects individually or as a batch	Min
BR_FIN_3011	11	Finance	Project accounting	At the creation of a project define and assign key project roles aligned to responsibilities in the project	Min
BR_FIN_3012	11	Finance	Project accounting	Allow the definition of cost allocation rules against different cost types	Min
BR_FIN_3013	11	Finance	Project accounting	Allow the definition of custom work breakdown structures outside of templates	Min
BR_FIN_3014	11	Finance	Project accounting	Allow project budgets and forecasts to be linked to the source funding	Min
BR_FIN_3015	11	Finance	Project accounting	Enable costs to be split and recharged to other projects	Min
BR_FIN_3016	11	Finance	Project accounting	Enable costs to be split and charged to multiple cost centres	Min
BR_FIN_3018	11	Finance	Project accounting	Allow access for non-project related staff, as defined and agreed by the Matrix Cluster, to view project data for reporting purposes	Min
BR_FIN_3023	11	Finance	Project accounting	Have an easy to use search function enabling end users to easily navigate to a project	Min
BR_FIN_3025	11	Finance	Project accounting	Provide controls around the recording of transactions against projects e.g. not allowing transactions to be recorded against closed projects	Min
BR_FIN_3026	11	Finance	Project accounting	Have functionality to define project templates and expenditure categories	Min
BR_FIN_3028	11	Finance	Project accounting	Provide drill down functionality enabling costs to be traced to source showing all underlying details	Min

BR_FIN_3 029	11	Finance	Project accounting	Pick up work breakdown structures from agreed templates	Min	
BR_FIN_3 030	11	Finance	Project accounting	Pre-populate prior year plans and year to date actuals into templates when using the forecasting or budgeting function	Min	
BR_FIN_3 033	11	Finance	Project accounting	Ensure that project status determines what costs can be charged to a project	Min	
BR_FIN_3 034	11	Finance	Project accounting	Provide central management of all project Master Data to ensure data remains synchronised across all relevant interfacing systems and components of the Service System	Min	
BR_FIN_3 035	11	Finance	Project accounting	Provide templates suited to the types of projects the Matrix Cluster requires, e.g. capital, operational, projects completed on behalf of third parties	Min	
BR_FIN_3 037	11	Finance	Project accounting	Show active projects and associated information	Min	
BR_FIN_3 038	11	Finance	Project accounting	Show a list of expense categories	Min	
BR_FIN_3 039	11	Finance	Project accounting	Show number and details of projects that are open but not transacting, inactive or dormant	Min	
BR_FIN_3 040	11	Finance	Project accounting	Show number of categories not used for 12 Months	Min	
BR_FIN_3 041	11	Finance	Project accounting	Show number of projects and in what status	Min	
BR_FIN_3 043	11	Finance	Project accounting	Show number of transactions processed with drill down to the underlying data relating to those transactions	Min	

BR_FIN_3 044	11	Finance	Project accounting	Show variances of actuals against budgets and forecast at both the project and resource level over the project life cycle broken down by financial years	Min
BR_FIN_3 045	11	Finance	Project accounting	Maintain history for all projects inline with defined Matrix Cluster guidelines	Min
BR_FIN_3 046	11	Finance	Project accounting	Support different types of projects e.g. estates management, IT, software development, building refurbishments etc.	Min
BR_FIN_3 047	11	Finance	Project accounting	Provide an audit trail with drill down enabling source transactions to be viewed at a detailed level including the underlying invoice, timesheet etc.	Min
BR_FIN_3 050	11	Finance	Project accounting	Allow comments to be entered against billable items so the recipients can see clearly what the billing relates to	Min
BR_FIN_3 051	11	Finance	Project accounting	Allow defined billing schedules to be created and agreed so they can be scheduled and run on a periodic basis as defined by the Matrix Cluster	Min
BR_FIN_3 052	11	Finance	Project accounting	Allow requests for billing to be approved in the Service System as per required workflow before instructions are passed to Accounts Receivable	Min
BR_FIN_3 053	11	Finance	Project accounting	Allow the project to be put on hold based on defined criteria or ad hoc assessment	Min
BR_FIN_3 054	11	Finance	Project accounting	Be able to add additional approvers to the approval chain over and above the standard approval chain	Min

BR_FIN_3 055	11	Finance	Project accounting	Enable the bill approver to redirect to alternate approvers during periods of absence	Min
BR_FIN_3 056	11	Finance	Project accounting	Automatically reassign task to the next approver defined by the Matrix Cluster, when the first approver's system is set as 'out of office'	Min
BR_FIN_3 057	11	Finance	Project accounting	Make billable cost entries easy to identify	Min
BR_FIN_3 059	11	Finance	Project accounting	Correctly apply incoming payments to the project code as per the billing instruction so the project value is accurately maintained	Min
BR_FIN_3 060	11	Finance	Project accounting	Enable manual accruals against project cost lines with approval workflows for those accruals in the Service System	Min
BR_FIN_3 061	11	Finance	Project accounting	Have workflows to manage the request to set up or make changes to Master Data	Min
BR_FIN_3 064	11	Finance	Project accounting	Ensure that workflow is in place for receiving cost centres or projects to agree and receive costs	Min
BR_FIN_3 065	11	Finance	Project accounting	Provide the ability to drill down from the project into the underlying transactions	Min
BR_FIN_3 067	11	Finance	Project accounting	Provide Self Service reporting to provide analytics and advanced reporting ( i.e. committed vs actual costs, time charges etc.)	Min
BR_FIN_3 068	11	Finance	Project accounting	Provide the ability for users to record time against projects and tasks	Min



BR_FIN_3072	11	Finance	Project accounting	Provide the ability to send a notification when a specific project condition or threshold is met	Min
BR_FIN_3075	11	Finance	Project accounting	Provide the ability to automatically accrue unbilled revenue	Min
BR_FIN_3077	11	Finance	Project accounting	Provide the ability for projects to accumulate employee costs based on actual salary and employment costs, actual costs plus uplift, role/employee grade rates and standard costs	Min
BR_FIN_3078	11	Finance	Project accounting	Provide the ability to process a salary charge out based on various criteria (e.g. labour hours)	Min
BR_FIN_3079	11	Finance	Project accounting	Provide the ability to block further time and cost entry when tasks are completed and projects come to an end (to prevent cost overruns)	Min
BR_FIN_3080	11	Finance	Project accounting	Provide the ability to categorise projects by type and summarise via a report	Min
BR_FIN_3082	11	Finance	Project accounting	Provide the ability to record properties against a project (include name, description, status, creation date, start date, finish date, owner, and project leader)	Min
BR_FIN_3083	11	Finance	Project accounting	Provide the ability to support multiple projects i.e. within a larger programme	Min
BR_FIN_3087	11	Finance	Project accounting	Provide the ability to define project phases with different processing rules for each phase (e.g. no billing to client during initial phase)	Min

BR_FIN_3 088	11	Finance	Project accounting	Provide the ability to accumulate and report data over different periods (e.g. by period, quarter to date, year to date and inception to date for projects)	Min
BR_FIN_3 089	11	Finance	Project accounting	Provide the ability to accumulate totals in base currencies	Min
BR_FIN_3 091	11	Finance	Project accounting	Provide the ability to enable audit functionality (so that changes to records can be monitored)	Min
BR_FIN_3 092	11	Finance	Project accounting	Provide the ability to capture project creation approvals online (in order to streamline the processes and retain an audit history)	Min
BR_FIN_3 093	11	Finance	Project accounting	Provide the ability to capture billing approvals online (in order to streamline the processes and retain an audit history).	Min
BR_FIN_3 094	11	Finance	Project accounting	Provide the ability to assign multiple customers to a project	Min
BR_FIN_3 095	11	Finance	Project accounting	Provide the ability to invoice a project customer at any one or any combination of levels of the project. The same customer may need to be invoiced from more than one level (for individual resources; for a proportion of a project; for a proportion of a programme)	Min
BR_FIN_3 096	11	Finance	Project accounting	Ensure that the reopening of closed projects is restricted requiring relevant approval	Min

BR_FIN_3097	11	Finance	Project accounting	Ensure that system approval for the creation of a project cannot be circumvented	Min
BR_FIN_3098	11	Finance	Project accounting	Provide for all project accruals (manual and system generated) to be captured in the Service System	Min
BR_FIN_3099	11	Finance	Project accounting	Ensure all project related invoicing (and only project related invoicing) is initiated in the projects module	Min
BR_FIN_3100	11	Finance	Project accounting	Ensure that Assets Under Construction are recorded in the Project Accounting system separately from non-current assets	Min
BR_FIN_3102	11	Finance	Project accounting	Enable the interface of project billing instructions through to Accounts Receivable and support any debt management activity	Min
BR_FIN_3103	11	Finance	Project accounting	Initiate employee expenses transactions in an integrated expenses subledger and automatically interface relevant costs into the Project Accounting system	Min
BR_FIN_3104	11	Finance	Project accounting	Enable the creation of assets through the Project Accounting solution including integration between the Project Accounting system and the Non-Current Asset ledger	Min
BR_FIN_3105	11	Finance	Project accounting	Ensure procurement transactions are initiated in an integrated P2P solution and automatically interfaced into the Project Accounting solution	Min

BR_FIN_3 106	11	Finance	Project accounting	Integrate Project Accounting solution and General Ledger ensuring financial corrections align in both systems	Min	
BR_FIN_3 108	11	Finance	Project accounting	Allow the sharing of customer Master Data from accounts receivable	Min	
BR_FIN_3 109	11	Finance	Project accounting	Provide the ability to automatically update the Project Accounting solution with payable transactions from an integrated P2P solution	Min	
BR_FIN_3 110	11	Finance	Project accounting	Provide the ability to automatically record project related purchase orders recorded in an integrated P2P solution as commitments in the Project Accounting solution	Min	
BR_FIN_3 111	11	Finance	Project accounting	Raise transactions through purchasing against project codes and specifically against work breakdown structures	Min	
BR_FIN_3 112	11	Finance	Project accounting	Provide the ability to assign users to a project based role on their HR record (resource management)	Min	
BR_FIN_3 113	11	Finance	Project accounting	Enable configuration of appropriate controls across all modules including but not limited to end user access and financial control	Min	
BR_FIN_3 114	11	Finance	Project accounting	Interface with FP&B Service System components enabling access to actual and forecast project data as required	Min	
BR_FIN_3 115	11	Finance	Project accounting	Provide the ability to identify a project or project item as capital or non-capital and synch into the Non-Current Asset subledger (for reporting)	Min	

BR_FIN_4 178	11	Finance	Inventory	ensure that Item master data is controlled by a central team and all changes are subject to business approval.	Min
BR_FIN_4 179	11	Finance	Inventory	ensure the quality of the item master file is regularly reviewed and cleansed to remove inactive, duplicate and out of date records.	Min
BR_FIN_4 180	11	Finance	Inventory	Ensure that Item categories are aligned with UNSPSC codes as a cross government data standard. These are linked to cross government procurement categories.	Min
BR_FIN_4 181	11	Finance	Inventory	Use item templates to ensure government departments populate the required mandatory information required against an item in the item master.	Min
BR_FIN_4 182	11	Finance	Inventory	allow Item setup to include more than 1 SKU, or be limited to 1 SKU	Min
BR_FIN_4 183	11	Finance	Inventory	ensure that Inventory item categories determine the chart of accounts values which cannot be overridden.	Min
BR_FIN_4 184	11	Finance	Inventory	reflect physical layout of warehouse locations is accurately reflected in inventory systems. i.e. Location	Min
BR_FIN_4 185	11	Finance	Inventory	ensure that Inventory process supported by ability for warehouse locator-level counting and identification by location	Min
BR_FIN_4 186	11	Finance	Inventory	ensure that rejected inventory is adequately segregated from other inventory and returned to suppliers.	Min

BR_FIN_4 187	11	Finance	Inventory	align with a cross government standard which determines the frequency of when all inventory must be counted.	Min	
BR_FIN_4 188	11	Finance	Inventory	Inventory counts are reconciled to inventory records within the general ledger.	Min	
BR_FIN_4 189	11	Finance	Inventory	ensure that the actual inventory count must be reconciled to the book records and the final results reported to Finance.	Min	
BR_FIN_4 190	11	Finance	Inventory	ensure that all transactional activity from order to receipt to location in inventory should have an audit trail with supporting documentation for the transaction activities.	Min	
BR_FIN_4 191	11	Finance	Inventory	ensure that system functionality monitors and maintains inventory levels in accordance with government standards and policies.	Min	
BR_FIN_4 192	11	Finance	Inventory	enforce all Adjustments requiring appropriate approval before they can be committed into the system.	Min	
BR_FIN_4 193	11	Finance	Inventory	use an 'in-transit' status when internal stock is transferred out of one location into another location.	Min	
BR_FIN_4 194	11	Finance	Inventory	ensure that procedures are in place to ensure compliance with cross state border reporting requirements.	Min	
BR_FIN_4 195	11	Finance	Inventory	enable agreed tolerance levels based on quantity are defined and documented.	Min	
BR_FIN_4 196	11	Finance	Inventory	ensure that GRNs are entered using self-service by individuals that actually receive the goods.	Min	

BR_FIN_4 197	11	Finance	Inventory	ensure that Goods received are matched with purchase order details and/or invoices.	Min
BR_FIN_4 198	11	Finance	Inventory	ensure that GRNs can be entered on mobile devices and tablets where appropriate.	Min
BR_FIN_4 199	11	Finance	Inventory	ensure that delivery note should be available to verify the delivery details.	Min
BR_FIN_4 200	11	Finance	Inventory	ensure that Long outstanding goods receipt notes, purchase orders and/or invoices are investigated timely and correctly accounted for, as appropriate.	Min
BR_FIN_4 201	11	Finance	Inventory	Receipt of inventory takes place against a specific purchase order - the quantity ordered against quantity received is verified via matching.	Min
BR_FIN_4 202	11	Finance	Inventory	Requisitioners receive a series of automated reminders based on the 'need-by date' on the Purchase Order to allow chasing of outstanding items.	Min
BR_FIN_4 204	11	Finance	Inventory	ensure that each item booked into stock is checked for validity of item number, quantity and quality.	Min
BR_FIN_4 205	11	Finance	Inventory	ensure that Goods received that are not fit for purpose and returned are recorded on the system to provide management information on supplier performance.	Min
BR_FIN_4 207	11	Finance	Inventory	should provide visibility of inventory and on-hand quantities across all departmental locations to ensure the supply is located tactically to the areas of greatest demand. System to support this	Min

BR_FIN_4 208	11	Finance	Inventory	ensure that multiple location inventory is maintained and monitored to ensure stock levels are efficient.	Min	
BR_FIN_4 209	11	Finance	Inventory	produce Inventory ageing reports are prepared and regularly reviewed.	Min	
BR_FIN_4 210	11	Finance	Inventory	ensure that Inventory should be measured using IAS 2 – Inventories, in line with HM Treasury FReM.	Min	
BR_FIN_4 211	11	Finance	Inventory	ensure that when new items are entered into inventory, Finance review categorisation of inventory to ensure they are correctly disclosed, valued and accounted for as inventory or alternative categories of assets in line with HM Treasury FReM.	Min	
BR_FIN_4 212	11	Finance	Inventory	ensure that when new items are entered into inventory the on-hand quantity increases and the valuation is adjusted in line with the inventory method adopted.( system to support FIFO/LIFO/Weighted average)	Min	
BR_FIN_4 213	11	Finance	Inventory	ensure that the quantity of inventory recorded in the system reflects the physical reality.	Min	
BR_FIN_4 214	11	Finance	Inventory	ensure that processes are in place to generate accurate accounting entries for inventory movements, receipts, disposals, impairments and order fulfilments.	Min	
BR_FIN_4 215	11	Finance	Inventory	ensure that adjustments to inventory prices or quantities relate to valid price changes and physical inventory differences.	Min	



BR_FIN_4 216	11	Finance	Inventory	ensure that Opening stock balance, movement, closing stock balance is reconciled to the financial value of inventory in the general ledger.	Min	
BR_FIN_4 217	11	Finance	Inventory	ensure that all inventory transactions are recorded and transferred to the general ledger as part of period close.	Min	
BR_FIN_4 218	11	Finance	Inventory	ensure that for reconciliation purposes, month end reports are run, checked and filed for documentation.	Min	
BR_FIN_4 219	11	Finance	Inventory	ensure that there is a checklist in place for the period end covering all necessary steps with clear ownership for each task.	Min	
BR_FIN_4 220	11	Finance	Inventory	ensure that when reconciliations are complete, the period is closed in line with the period close calendar and captured as part of the period end checklist.	Min	
BR_FIN_4 221	11	Finance	Inventory	produce standard reports regularly to ensure transactions are progressing.	Min	
BR_FIN_4 222	11	Finance	Inventory	provide a single source of the truth for inventory reporting.	Min	
BR_FIN_4 223	11	Finance	Inventory	Ensure that the appropriate history of data is retained electronically to support operational and analytical activity.	Min	
BR_FIN_4 224	11	Finance	Inventory	ensure that Self-service reporting can be performed using desktop, mobile and tablets.	Min	

BR_FIN_4 225	11	Finance	Inventory	allow reporting requirements to be shared by multiple customers on the same platform and are delivered using the same report definitions and maintained centrally on behalf of all customers.	Min	
BR_FIN_4 226	11	Finance	Inventory	A reporting catalogue is maintained to outline the key reports that support the end-to-end process.	Min	
BR_FIN_4 227	11	Finance	Inventory	ensure that a formal change control process is in place for new reports. The reporting catalogue is reviewed before new reports are developed to ensure duplicates are not created.	Min	
BR_FIN_4 228	11	Finance	Inventory	ensure that standard reports are available to support standard notes to the accounts that relate to inventory.	Min	
BR_FIN_4 229	11	Finance	Inventory	ensure that Self-service tools are used to provide analytics and advanced reporting.	Min	
BR_FIN_4 230	11	Finance	Inventory	provide Analytics to provide insights and identify trends relating to stock levels, demand and supply data.	Min	
BR_FIN_4 231	11	Finance	Inventory	enable a limited number of trained Reporting Super Users have the ability to create their own reports for specific business purposes.	Min	
BR_FIN_4 232	11	Finance	Inventory	ensure that a change control process is in place for reports created by the Reporting Super Users. New reports are published to appropriate users and recorded in the reporting catalogue.	Min	

BR_FIN_4_233	11	Finance	Inventory	Integrate with Warehouse service provide daily, providing us with movement, transactions, receipts, returns, scrappage etc.	Min
BR_FIN_4_234	11	Finance	Inventory	provide Integration of summary figures into ERP to be at a minimum daily.	Min
BR_FIN_4_235	11	Finance	Inventory	have the ability for Delivery Notes electronically attached to receipt/Inspection step on the system	Min
BR_HRP_6353	11	HR	Recruitment	Have the ability to post jobs automatically to agreed job sites	Min
BR_HRP_6354	11	HR	Recruitment	Enable the creation of a new opportunity / vacancy from scratch, from one or more configurable templates, from previous job vacancies or access to a bank of job descriptions	Min
BR_HRP_6355	11	HR	Recruitment	Allow the branding to adverts based on partner organisation, campaign etc.	Min
BR_HRP_6356	11	HR	Recruitment	Enable the ability to copy previous advertisements/ pre-populate advertisements based on key position characteristics.	Min
BR_HRP_6357	11	HR	Recruitment	Enable the ability to create job adverts with multiple locations	Min
BR_HRP_6358	11	HR	Recruitment	Enable the ability to assign automatic approval workflows with the ability to reassign / override.	Min
BR_HRP_6360	11	HR	Recruitment	Have the ability to integrate the e-recruitment portal with the external webpages of all organisations, other external job boards and other recruitment systems	Min

BR_HRP_6361	11	HR	Recruitment	Have the capability to record and report on the stage of the recruitment process that each individual application is at (i.e. shortlisting, 1st interview, reject after 1st interview, 2nd interview etc.)	Min
BR_HRP_6362	11	HR	Recruitment	Have a search functionality to search CVs of speculative/ unsuccessful applicants for key competencies/ skills (in line with legal requirements)	Min
BR_HRP_6363	11	HR	Recruitment	Provide a modern, branded, candidate application portal(s) where candidates can apply and track their applications, receive push notices etc.	Min
BR_HRP_6365	11	HR	Recruitment	Allow provision of (or ability to link to) any standard (psychometric) testing	Min
BR_HRP_6367	11	HR	Recruitment	Allow the ability to record interview notes, applicant test and assessment results, etc. collected as part of the selection process	Min
BR_HRP_6370	11	HR	Recruitment	Have the ability to engage with candidates	Min
BR_HRP_6371	11	HR	Recruitment	Support the reporting and analytics of recruitment information and data collected through the end to end process.	Min
BR_HRP_6373	11	HR	Recruitment	Have the ability to integrate with job boards	Min
BR_HRP_6374	11	HR	Recruitment	Have the ability to support high volume recruitment campaigns	Min
BR_HRP_6375	11	HR	Recruitment	Have the ability to run multiple campaigns of varying complexity and scale	Min

BR_HRP_6376	11	HR	Recruitment	Allow applicants to respond to job postings by either submitting their CVs & Covering Letters as attachments, or by completing a series of application specific questions (application form), or a combination of the two	Min
BR_HRP_6377	11	HR	Recruitment	Allow applicants to positively opt in to receiving vacancy communication including the filtering of criteria on which those communication are based i.e. location , client, role type	Min
BR_HRP_6378	11	HR	Recruitment	Allow applicants to save part-finished applications and return to complete their application at a later date	Min
BR_HRP_6379	11	HR	Recruitment	Have the ability to automatically delete incomplete applications after a set period	Min
BR_HRP_6380	11	HR	Recruitment	Allow candidates and hiring managers to manage the recruitment process through mobile devices	Min
BR_HRP_6381	11	HR	Recruitment	Allow the consolidation of candidate information	Min
BR_HRP_6382	11	HR	Recruitment	Allow the organisation of candidates based on their skill sets and experiences	Min
BR_HRP_6383	11	HR	Recruitment	Provide functionality to manage candidates	Min
BR_HRP_6384	11	HR	Recruitment	Allow the storage of CV's	Min
BR_HRP_6385	11	HR	Recruitment	Allow the evaluation of CV's	Min
BR_HRP_6386	11	HR	Recruitment	Allow the management of a hiring pipeline to reach candidates from screening to hiring.	Min

BR_HRP_6387	11	HR	Recruitment	Allow the creation of communication, templated and bespoke that can be sent to one or multiple candidates. e.g. rejection emails	Min
BR_HRP_6388	11	HR	Recruitment	Have superior notification functionality that will prompt users to complete tasks assigned to them.	Min
BR_HRP_6389	11	HR	Recruitment	Allow the automation of logical tasks	Min
BR_HRP_6390	11	HR	Recruitment	Allow the monitoring of KPI's e.g. time to fire, time to fill & offer and acceptance rate.	Min
BR_HRP_6391	11	HR	Recruitment	Allow the identification of suitable candidates through screening forms and relevant questions	Min
BR_HRP_6392	11	HR	Recruitment	Allow basic background screening and reference checks to be carried out	Min
BR_HRP_6393	11	HR	Recruitment	Allow cognitive and behavioural assessments to support suitability checks for skills and qualities	Min
BR_HRP_6394	11	HR	Recruitment	Allow the candidates to create their own profiles that can be maintained from application to application	Min
BR_HRP_6395	11	HR	Recruitment	Allow the reuse of applications from previous roles.	Min
BR_HRP_6396	11	HR	Recruitment	Allow applicants to apply for jobs	Min
BR_HRP_6397	11	HR	Recruitment	Allow the tracking of applications via a candidate portal	Min
BR_HRP_6398	11	HR	Recruitment	Provide customisable templates for documents like letters, jobs profiles and descriptions	Min

BR_HRP_6399	11	HR	Recruitment	Provide list of applicable skills and experience that can be applied to a role at the time of creating the job descriptions	Min	
BR_HRP_6400	11	HR	Recruitment	Provide a chat bot to allow candidates to register on portal	Min	
BR_HRP_6401	11	HR	Recruitment	Provide the ability to ask job specific questions	Min	
BR_HRP_6402	11	HR	Recruitment	Provide the ability to track existing applications	Min	
BR_HRP_6403	11	HR	Recruitment	Send automated notifications for job opportunities that match entered criteria.	Min	
BR_HRP_6404	11	HR	Recruitment	Allow communication to candidates and others users through one seamless interface	Min	
BR_HRP_6407	11	HR	Recruitment	Allow government personal data blind processes for the purposes of selection	Min	
BR_HRP_6408	11	HR	Recruitment	Allow the programming of criteria to trigger emails	Min	
BR_HRP_6409	11	HR	Recruitment	Allow integration of email clients	Min	
BR_HRP_6411	11	HR	Recruitment	Support the scheduling of live and asynchronous video interviews	Min	
BR_HRP_6414	11	HR	Recruitment	Have the ability to create and customise offer letters	Min	
BR_HRP_6415	11	HR	Recruitment	Have the ability to electronically sign documents	Min	
BR_HRP_6416	11	HR	Recruitment	Include ability to record and score candidates against required assessment criteria	Min	
BR_HRP_6419	11	HR	Recruitment	Have the ability to track offers to acceptance	Min	

BR_HRP_6420	11	HR	Recruitment	Allow candidates to review, reject, question information or documentation provided to them	Min
BR_HRP_6421	11	HR	Recruitment	Allow transfer of information to an onboarding portal so the information only has to be entered once in the recruitment and onboarding cycle.	Min
BR_HRP_6422	11	HR	Recruitment	Contain dashboards to allow designated users to monitor progress of recruitment by specified measure	Min
BR_HRP_6423	11	HR	Recruitment	Have the ability to create reporting on recruitment metrics	Min
BR_HRP_6424	11	HR	Recruitment	Have the ability to provide insights into the hiring process	Min
BR_HRP_6425	11	HR	Recruitment	Have the ability to create and send candidate experience surveys	Min
BR_HRP_6426	11	HR	Recruitment	Have the ability to filter and find data within data sets	Min
BR_HRP_6427	11	HR	Recruitment	Support exporting of candidate data	Min
BR_HRP_6428	11	HR	Recruitment	Have ability to capture Diversity, Equity and Inclusion specific information	Min
BR_HRP_6432	11	HR	Recruitment	Support employee referral programme	Min
BR_HRP_6433	11	HR	Recruitment	Allow creation of ad hoc digital web forms	Min
BR_HRP_6434	11	HR	Recruitment	Support the hiring of contingent labour.	Min
BR_HRP_6435	11	HR	Recruitment	Enable the specification of approval routes for "permission to recruit" requests	Min
BR_HRP_6436	11	HR	Recruitment	Identify employees who are in the Redeployment pool	Min



BR_HRP_6437	11	HR	Recruitment	Enable advertising of roles to "Closed Pools" of employees (for example just those in Redeployment)	Min
BR_HRP_6438	11	HR	Recruitment	Provide the ability to record, transact and act as pre-hire individual	Min
BR_HRP_6439	11	HR	Recruitment	Allow approvals to recruit	Min
BR_HRP_6440	11	HR	Recruitment	Allow different routes for approval to recruit based on for e.g. role and grade of the role being approved.	Min
BR_HRP_6441	11	HR	Recruitment	Enable employees to make referrals for roles	Min
BR_HRP_6442	11	HR	Recruitment	Prevent the creation of recruitment requisitions for positions that have not been granted approval to recruit	Min
BR_HRP_6444	11	HR	Recruitment	Restrict internal job advert postings to specific groups of workers (e.g. Redeployment)	Min
BR_HRP_6445	11	HR	Recruitment	Enable the use of "Success Profiles" during recruitment and selection	Min
NFR-0279	11	Application Management Service	Infrastructure Management	The Supplier shall use the developed tools, interactions and dashboards to monitor the end to end solution's infrastructure such as integrations, performance, capacity and availability for the solution provided by the Supplier.	Min
NFR-0280	11	Application Management Service	Issue Resolution	The Supplier shall provide 1st line support to all users of the Authority's end to end solution via all developed channels including phone, system ticket or virtual assistant	Min

NFR-0281	11	Application Management Service	Issue Resolution	The Supplier shall provide 2nd line support to all users of the Authority's end to end solution via all developed channels including phone, system ticket or virtual assistant	Min	
NFR-0282	11	Application Management Service	Issue Resolution	The Supplier shall provide 3rd line support to all users of the Authority's end to end solution via all developed channels including phone, system ticket or virtual assistant	Min	
NFR-0283	11	Application Management Service	Issue Resolution	The Supplier shall develop required configuration or code fixes in a maintained development environment before testing	Min	
NFR-0284	11	Application Management Service	Testing	The Supplier shall co-ordinate User Acceptance Testing of any configuration or code fixes developed prior to release to the Production environment	Min	
NFR-0285	11	Application Management Service	Issue Resolution	The Supplier shall use the developed functionality in regards to service requests, tickets or equivalent for tracking, management and reporting purposes	Min	
NFR-0286	11	Application Management Service	Release Management	The Supplier shall manage a Release Control mechanism with an agreed set of documentation standards to record modifications to the end to end solution they provide.	Min	

NFR-0287	11	Application Management Service	Release Management	The Supplier shall deploy all changes to the end to end solution in a controlled and co-ordinated fashion (aligned with defined release control mechanism) in coordination with the Authority to ensure successful release across the total solution landscape	Min	
NFR-0289	11	Application Management Service	Software Updates and Patching	The Supplier shall carry out a detailed impact assessment of the software update across the Matrix solution. Scope of this impact assessment should be beyond the affected system and process	Min	
NFR-0290	11	Application Management Service	Software Updates and Patching	The Supplier shall make the Authority aware of impending updates and share outcome of impact assessment carried out	Min	
NFR-0291	11	Application Management Service	Software Updates and Patching	The Supplier shall manage application of updates to the software where applicable.	Min	
NFR-0292	11	Application Management Service	Testing	The Supplier shall manage regression testing of updates to software for any impacts on wider Matrix solution or service	Min	
NFR-0293	11	Application Management Service	Software Updates and Patching	The Supplier shall work with software vendors to resolve any issue arising out of the updates applied to software	Min	

NFR-0294	11	Application Management Service	Testing	The Supplier shall ensure integrity of any custom extensions or integration in the solution by thoroughly performing a targeted regression testing	Min
NFR-0295	11	Application Management Service	Change management	The Supplier shall work with the Authority to assess the impact of change requests received from various sections of the Authority. The Authority will coordinate the collection and collation of enhancement requests.	Min
NFR-0296	11	Application Management Service	Change management	The Supplier shall work with the Authority on prioritising the change requests and manage delivery of the same, utilising their expertise of their solution to deliver greatest value for money and benefits to the Authority.	Min
NFR-0300	11	Application Management Service	User Management	The Supplier shall be performing the user management and access control to the Matrix solution based on directives from Authority	Min
NFR-0302	11	Application Management Service	User Management	The Supplier shall put together a governance and control for user management process with Authority to ensure integrity of access to the Matrix solution	Min
NFR-0303	11	Application Management Service	User Management	The Supplier shall ensure controlled access to System Administration activity within the support service team	Min

NFR-0304	11	Application Management Service	Data Services & Management	The Supplier shall agree with the Authority and subsequently develop a process for requesting and implementing changes to reference and key data within the end to end solution being provided by the supplier.	Min	
NFR-0305	11	Application Management Service	Data Services & Management	The Supplier shall be responsible for maintaining and developing reference data in the end to end solution they provide	Min	
NFR-0306	11	Application Management Service	Service Governance & Control	The Supplier shall put together a system support governance and control mechanism in alignment with Matrix ICF governance as agreed with the Authority	Min	
NFR-0307	11	Application Management Service	Service Governance & Control	The Supplier shall submit incident Management, Problem Management, change management, release management and quality control reports at detail level to Authority and gain their approval for compliance	Min	
NFR-0308	11	Application Management Service	Performance Management	The Supplier shall put together a mechanism to continuously monitor performance of the end to end solution provided by the Supplier	Min	
NFR-0309	11	Application Management Service	Performance Management	The Supplier shall implement a system by which performance bottleneck within the end to end solution or its peripherals can be identified and resolved.	Min	

NFR-0310	11	Application Management Service	Quality Control	The Supplier shall implement and manage a set of Quality Controls to ensure all configuration, functionality changes or code is developed to a standard relevant to the end to end solution. This should include peer review and adherence to standards as agreed with the Authority	Min	
NFR-0311	11	Application Management Service	Quality Control	The Supplier shall work with the Authority to ensure all enhancements or increases of scope to the end to end solution arising from major Request for Change or Vendor releases are presented to the Authority's Technical Design Authority for approving the Authority standards, guardrails and quality controls agreed above are met	Min	
NFR-0312	11	Application Management Service	Quality Control	The Supplier shall ensure all the end to end solution documentation (e.g., process maps, technical integration specifications, system design documents, etc.) are all updated before releasing changes to production. This is for solutions within the scope of the Supplier.	Min	
NFR-0313	11	Application Management Service	Change management	The Supplier shall put together a process that aligns with the change management process the Authority has defined	Min	

NFR-0314	11	Application Management Service	Continuous Improvement	The Supplier shall implement a mechanism by which pain areas in the end to end solution and system management service is continuously reviewed and ways of improvement shared with Authority for prioritising and implementing	Min	
NFR-0315	11	Application Management Service	Compliance & Audit	The Supplier shall ensure compliance with all the standards as stipulated by Authority	Min	
NFR-0316	11	Application Management Service	Compliance & Audit	The Supplier shall carry out an audit for compliance regularly and this report shared with Authority frequently	Min	
NFR-0318	11	Application Management Service	Knowledge base, Video & FAQ's	The Supplier shall maintain and develop contents where appropriate in the User assistance portal for the purpose of guiding and helping Users carry out transactions in the end to end solution. This will include but not be limited to articles, transaction instructions, video click through guides and support portal	Min	
NFR-0320	11	Application Management Service	Helpdesk	The Supplier shall provide resource and service for a helpdesk function that will manage to the 1st, 2nd and 3rd line support services including an efficient hand off with Authority helpdesk	Min	

NFR-0321	11	Application Management Service	Helpdesk	The Supplier shall provide tracking and reporting of the Helpdesk functions and services to support agreed KPIs/SLAs and operation with Authority helpdesk	Min
NFR-0322	11	Application Management Service	Environment Management	The Supplier shall co-ordinate and maintain an Environment Management schedule and associated activities (including but not limited to standing up the environment, data load etc) to ensure the Authority has relevant Environments for the purpose of maintaining, developing, testing and managing release of all support and enhancement activities	Min
NFR-0323	11	Application Management Service	Vendor Management	The Supplier shall be the interface between the Authority's system support and the Vendor's service management for the purposes of availability, performance management and Vendor release	Min
NFOR-0325	11	Application Management Service	Testing	The supplier shall manage resolving any defects arising from any phase of the test.	Min
NFOR-0326	11	Application Management Service	Security	The Supplier shall ensure the end to end solution comply with all security standards agreed in Schedule 4 and Schedule 5	Min





NFOR-0327	11	Application Management Service	Security	The Supplier will implement a Security Operations Control (SOC) that will be responsible for continuous threat and vulnerability assessment across the end to solution. Based on the assessment, the SOC will ensure mitigation actions based on criticality are planned and implemented	Min
NFOR-0328	11	Application Management Service	Security	The Supplier will ensure the SOC will be working closely with cloud vendor SOC and team and SIEM	Min
NFOR-0329	11	Application Management Service	Quality Control	The Supplier will ensure adherence to KPIs and SLAs agreed with the Authority	Min
NFOR-0330	11	Application Management Service	Quality Control	The Supplier shall maintain a record of the configuration across the end-to-end solution, except where a configuration management database or equivalent is provided by the vendors of components of the solution."	Min
BR_HRP_5039	11	HR	Manage Time	Enable time to be recorded against individual projects	Min
BR_HRP_5040	11	HR	Manage Time	Have the ability to support weekly timesheet for all employees	Min
BR_HRP_5041	11	HR	Manage Time	Provide the capability to ensure the requirement to submit timesheets can be switched on or off for individuals or groups of individuals as required	Min

BR_HRP_5042	11	HR	Manage Time	Notify employees when a timesheet is late with repeat notifications until completed. The definition of late and frequency of notifications to be set by each Department	Min
BR_HRP_5043	11	HR	Manage Time	Notify managers when an employee's timesheet is late with repeat notifications until completed. The definition of late and frequency of notifications to be set by each Department together with the escalation hierarchy	Min
BR_HRP_5044	11	HR	Manage Time	Notify approvers that a timesheet is ready for approval with repeat notifications until completed. The frequency of notifications to be set by each Department	Min
BR_HRP_5045	11	HR	Manage Time	Notify employees when a timesheet is rejected	Min
BR_HRP_5046	11	HR	Manage Time	Provide the facility for an approver to comment on a timesheet (e.g., enabling them to provide a reason for rejecting a timesheet or for approving a timesheet that is inconsistent with policy)	Min
BR_HRP_5047	11	HR	Manage Time	Provide the facility for an employee to comment on a timesheet (e.g. explaining overtime)	Min
BR_HRP_5048	11	HR	Manage Time	Notify approvers when a timesheet approval is overdue with repeat notifications until approved. The definition of overdue and frequency of notifications to be set by each Department	Min

BR_HRP_5049	11	HR	Manage Time	Escalate a late approval of a timesheet after a predefined period of time. Escalation hierarchy and timing to be set by the Department	Min	
BR_HRP_5050	11	HR	Manage Time	Provide Self-Service functionality enabling users to review individual timesheets, groups of timesheets selected based on status, date range etc. Access rights to view to be defined by the Department and configured in the system	Min	
BR_HRP_5051	11	HR	Manage Time	Report on the number of late timesheet submissions by employee or group of employees over a user defined period of time. Access rights to view to be defined by the Department and configured in the system	Min	
BR_HRP_5052	11	HR	Manage Time	Report on number of rejections with reason by employee or group of employees over a user defined period of time. Access rights to view to be defined by the Department and configured in the system	Min	
BR_HRP_5053	11	HR	Manage Time	Report on incomplete timesheets by employee or group of employees at any point in time. Access rights to view to be defined by the Department and configured in the system	Min	
BR_HRP_5054	11	HR	Manage Time	Report on unapproved timesheets by employee or group of employees at any point in time. Access rights to view to be defined by the Department and configured in the system	Min	

BR_HRP_5055	11	HR	Manage Time	Have the capability to integrate with Project Accounting solution to enable costing of time associated with projects	Min
BR_HRP_5057	11	HR	Manage Time	Enable employees to edit and resubmit timesheets that have previously been rejected by the line manager	Min
BR_HRP_5058	11	HR	Manage Time	Enable managers to reject timesheets	Min
BR_HRP_5059	11	HR	Manage Time	Enable employees to save partially complete timesheets prior to submission	Min
BR_HRP_5060	11	HR	Manage Time	Enable employees to create and save timesheet templates reducing the need to populate data from fresh week on week	Min
BR_HRP_5061	11	HR	Manage Time	Enable managers to add reviewers/approvers to timesheets	Min
BR_HRP_5062	11	HR	Manage Time	Enable managers to delegate approval when away from the office, and that, the delegated approver to be at least, the same level as the original approver unless where and if controls allow the delegation needs to be routed to an administrator, secretarial, private office type role.	Min
BR_HRP_5063	11	HR	Manage Time	Have the capability to provide a report on delegated approvers including how long the delegation has been in place	Min
BR_HRP_5064	11	HR	Manage Time	Ensure that employees can only submit one approved timesheet covering any given week	Min
BR_HRP_5065	11	HR	Manage Time	Enable employees to withdraw a timesheet (whether approved or not) and resubmit	Min

BR_HRP_5066	11	HR	Manage Time	Be configurable, such that, the time required to be recorded can vary by employee or groups of employees e.g. some employees may only record non-standard hours, some may record all hours worked, some may not be required to record any time worked etc	Min	
BR_HRP_5068	11	HR	Manage Time	Notify employees when a timesheet is approved	Min	
BR_HRP_5069	11	HR	Manage Time	Automatically reassign to a new approver when the approving manager is out of office and hasn't assigned a delegate. Reassignment rules to be in line with Department policy	Min	
BR_FIN_3049	11	Finance	Project accounting	Allow billing to be associated with and hence triggered by critical project milestones	Min	
BR_FIN_3058	11	Finance	Project accounting	Allow configuration of budgetary controls over projects to prevent large overspends	Min	
NFR-0299	11	System and Service Management	Change management	The Supplier shall ensure all enhancements are fit to be taken through the defined release management process for end to end solution. This will include working with the Authority to ensure any other technologies in the total solution landscape are appropriately prepared for the release.	Min	

## Section 2. Not Minimum Requirements

ID	Grouping	Category	Sub Category	Description	Priority (Min/Not Min)	Tenderer Respo	Tenderer Comments
BR_FIN_3 002	11	Finance	Project accounting	Allow multiple forecast and budget versions to be stored in the Service System	Not min		
BR_FIN_3 008	11	Finance	Project accounting	Contain approval workflows for the approval of timesheets as defined by the Matrix Cluster	Not min		
BR_FIN_3 017	11	Finance	Project accounting	Enable risks and assumptions to be captured against projects	Not min		
BR_FIN_3 019	11	Finance	Project accounting	Allow the entry of actual completion dates	Not min		
BR_FIN_3 020	11	Finance	Project accounting	Allow the entry of expected completion dates	Not min		
BR_FIN_3 021	11	Finance	Project accounting	Allow the entry of the actual duration of the project	Not min		
BR_FIN_3 022	11	Finance	Project accounting	Allow the entry of the expected duration of the project	Not min		
BR_FIN_3 024	11	Finance	Project accounting	Provide Matrix Cluster defined workflows for the approval of project budgets and forecasts	Not min		
BR_FIN_3 027	11	Finance	Project accounting	Hold information relating to the appraised business case and annual budget that the project is linked to including attachments as required	Not min		
BR_FIN_3 031	11	Finance	Project accounting	Provide project reporting that shows the status of projects and performance against Authority defined KPIs	Not min		
BR_FIN_3 032	11	Finance	Project accounting	Enable the definition of project KPIs	Not min		
BR_FIN_3 036	11	Finance	Project accounting	Show the % and number of projects with incomplete information	Not min		
BR_FIN_3 042	11	Finance	Project accounting	Show number of time allocation errors	Not min		

BR_FIN_3048	11	Finance	Project accounting	Track performance management of a single or multiple projects through defined KPIs and measures	Not min
BR_FIN_3062	11	Finance	Project accounting	Hold information on cost recharge agreements	Not min
BR_FIN_3063	11	Finance	Project accounting	Support different planning methodologies, traditional waterfall, agile etc	Not min
BR_FIN_3066	11	Finance	Project accounting	Provide reports to enable the preparation of project related notes to the accounts	Not min
BR_FIN_3069	11	Finance	Project accounting	Provide the ability to identify and alert when projects are coming to an end date	Not min
BR_FIN_3070	11	Finance	Project accounting	Provide the ability to notify users when reporting is due for projects (start date, end date and reporting period to be set up at start of project)	Not min
BR_FIN_3071	11	Finance	Project accounting	Provide the ability to schedule reports to run on an ad hoc basis.	Not min
BR_FIN_3073	11	Finance	Project accounting	Provide detailed reports e.g. project detail analysis report; employee utilisation report; project tasks in Gantt format	Not min
BR_FIN_3074	11	Finance	Project accounting	Provide real time dashboard reports for visibility of project related costs and income	Not min
BR_FIN_3076	11	Finance	Project accounting	Provide the ability to control budgets (e.g. track project spend including committed)	Not min
BR_FIN_3081	11	Finance	Project accounting	Provide real-time visibility of available resource	Not min
BR_FIN_3084	11	Finance	Project accounting	Provide the ability to define project steps (e.g. phases, tasks, subtasks and milestones)	Not min

BR_FIN_3_085	11	Finance	Project accounting	Provide the ability to create dependencies between both projects and tasks	Not min
BR_FIN_3_086	11	Finance	Project accounting	Provide the ability to assign or re-assign users to a project leader role	Not min
BR_FIN_3_090	11	Finance	Project accounting	Provide the ability to record project budgets against work breakdown structures	Not min
BR_FIN_3_101	11	Finance	Project accounting	Ensure that a project minimum budget threshold can be set below which a project cannot be created to avoid small projects causing unnecessary administration effort	Not min
BR_FIN_3_107	11	Finance	Project accounting	Ensure payroll costs are initiated in the Payroll system and interfaced into the Project Accounting solution	Not min
BR_HRP_6359	11	HR	Recruitment	Allow identification and reporting on new vacant posts and trigger the recruitment process	Not Min
BR_HRP_6364	11	HR	Recruitment	Allow ranking of applicants (for example, rank an applicant as a preferred choice)	Not Min
BR_HRP_6366	11	HR	Recruitment	Have the ability to hold a library of interview questions	Not Min
BR_HRP_6368	11	HR	Recruitment	Have the ability to parse resumes	Not Min
BR_HRP_6369	11	HR	Recruitment	Have functionality to interview schedule	Not Min
BR_HRP_6372	11	HR	Recruitment	Have the ability to integrate with social media	Not Min
BR_HRP_6405	11	HR	Recruitment	Send career related alerts	Not Min
BR_HRP_6406	11	HR	Recruitment	Provide interview status updates for each round of recruitment	Not Min



BR_HRP_6410	11	HR	Recruitment	Support text messaging as a way of communicating with applicants on a one to one and one to many basis	Not Min
BR_HRP_6412	11	HR	Recruitment	Allow interviewers to highlight available interview slots and times for booking by candidates	Not Min
BR_HRP_6413	11	HR	Recruitment	Allow guidance to be available to both interviewer and interviewee through the system	Not Min
BR_HRP_6417	11	HR	Recruitment	Include chat functionality	Not Min
BR_HRP_6418	11	HR	Recruitment	Allow tagging of individuals in comments or follow ups	Not Min
BR_HRP_6429	11	HR	Recruitment	Have the ability to record and submit video CV's, video responses to questions as part of any part of the screening process.	Not Min
BR_HRP_6431	11	HR	Recruitment	Integrate to social media platforms for the purposes of job posting	Not Min
NFR-0288	11	Application Management Service	Software Updates and Patching	The Supplier shall proactively monitor the updates to all software packages from their respective vendors and report any impacts to the Matrix Solution to the Authority for consideration/action.	Not Min
NFR-0297	11	Application Management Service	Change management	The Supplier shall ensure all system changes are within the Architecture guardrails defined by the Matrix Programme and GBS	Not Min
NFR-0298	11	Application Management Service	Change management	The Supplier shall follow the quality control process to ensure integrity of the end to end solution being provided by the Supplier.	Not Min

NFR-0301	11	Application Management Service	User Management	The Supplier shall ensure integrity of various user access and authentication tools throughout the support period	Not Min	
NFR-0324	11	Application Management Service	Complaint resolution	The Supplier shall implement a complaint management and resolution process which will have oversight from the Supplier Account Manager and Senior Leadership within the Authority	Not Min	
BR_HRP_6339	11	HR	Manage time	Enable the capture of hours worked by location	Not Min	

**APPENDIX 2**  
**MATRIX DESIGN PRINCIPLES**













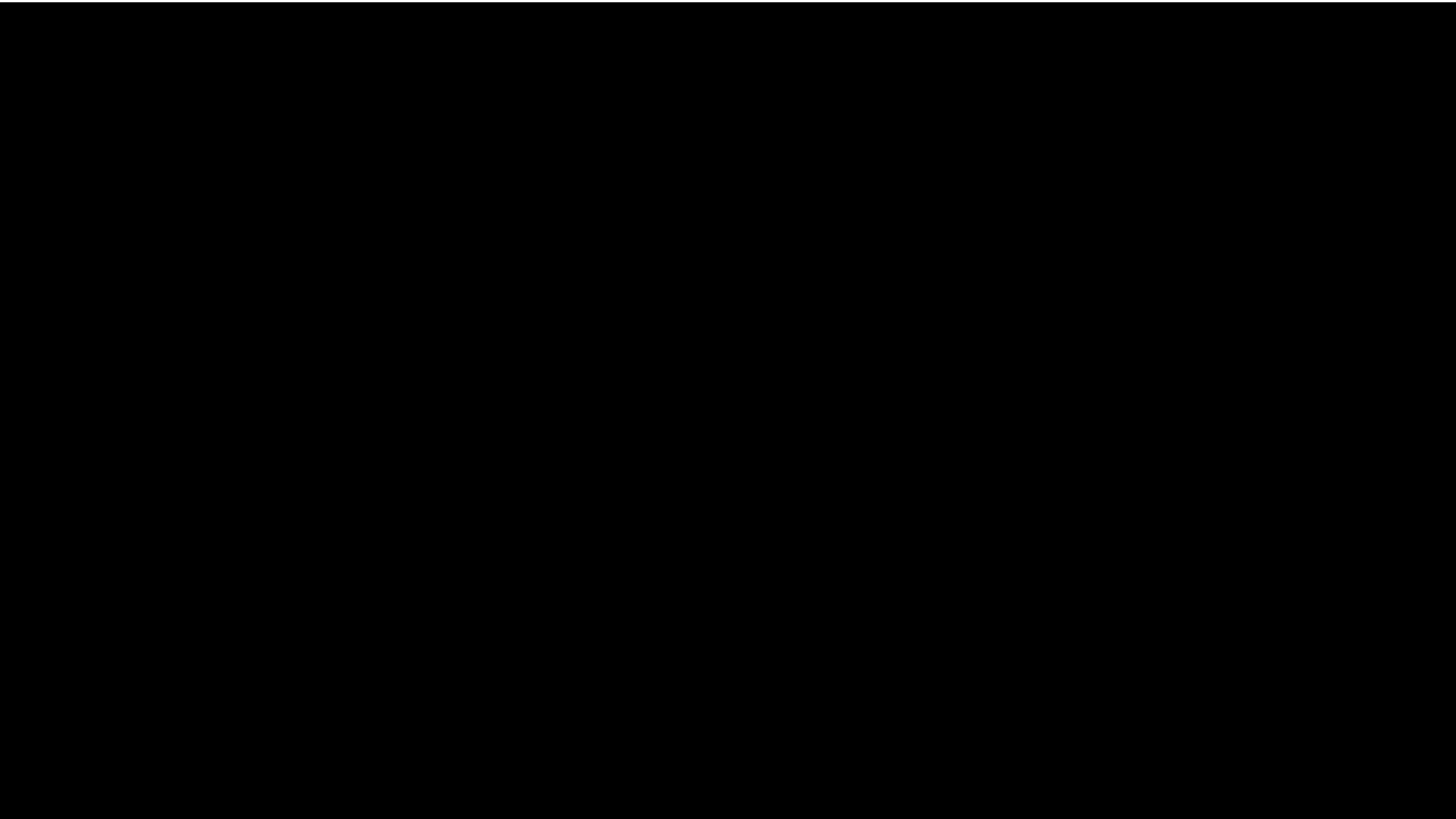


















### APPENDIX 3 SUPPLIER COMMITMENTS

The Supplier shall comply with the following obligations and commitments and shall provide a solution which meets the following:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[illegible]

[illegible]



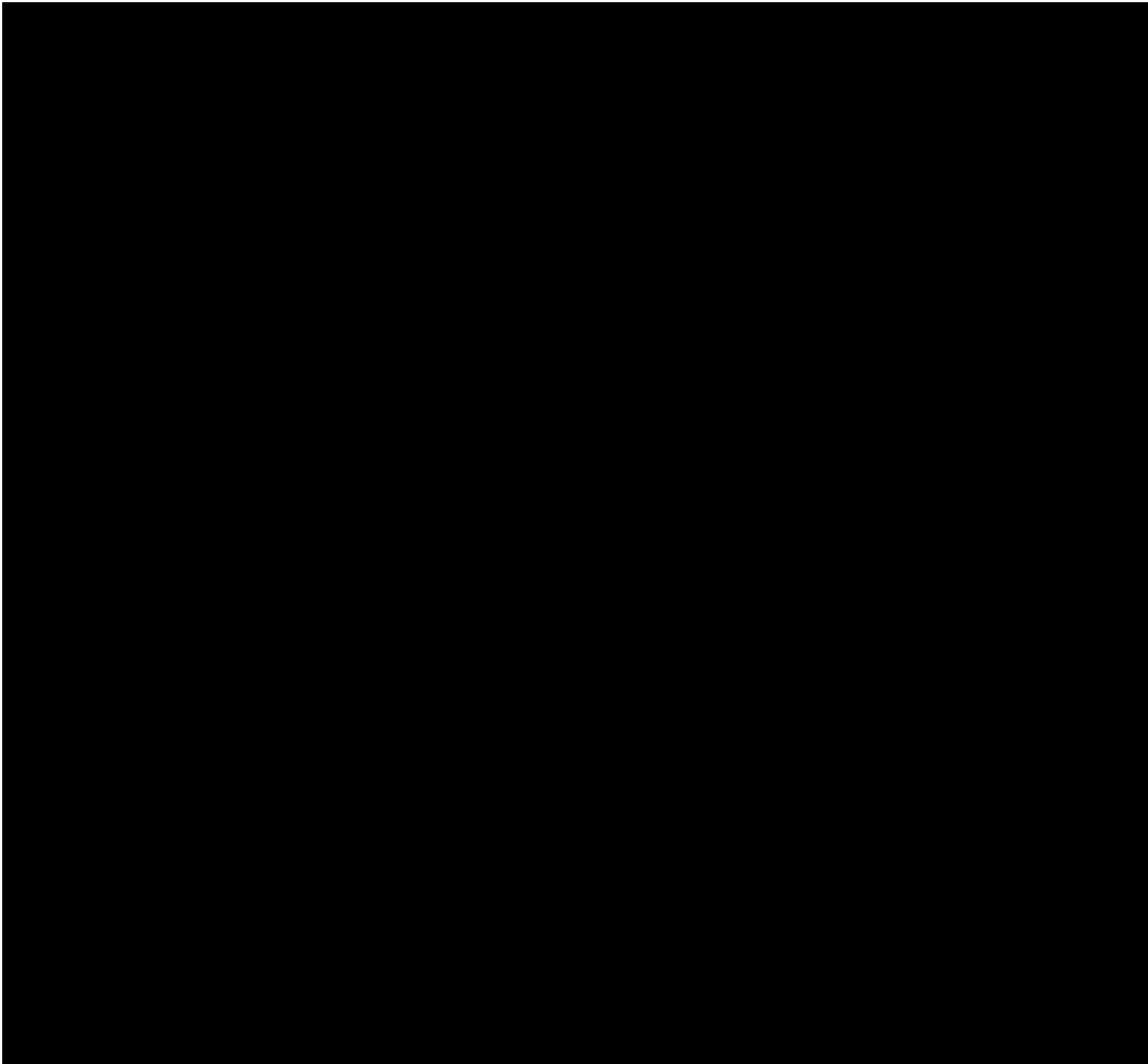
Technology Solution and Systems Integration Services  
Schedule 2 – Service Description

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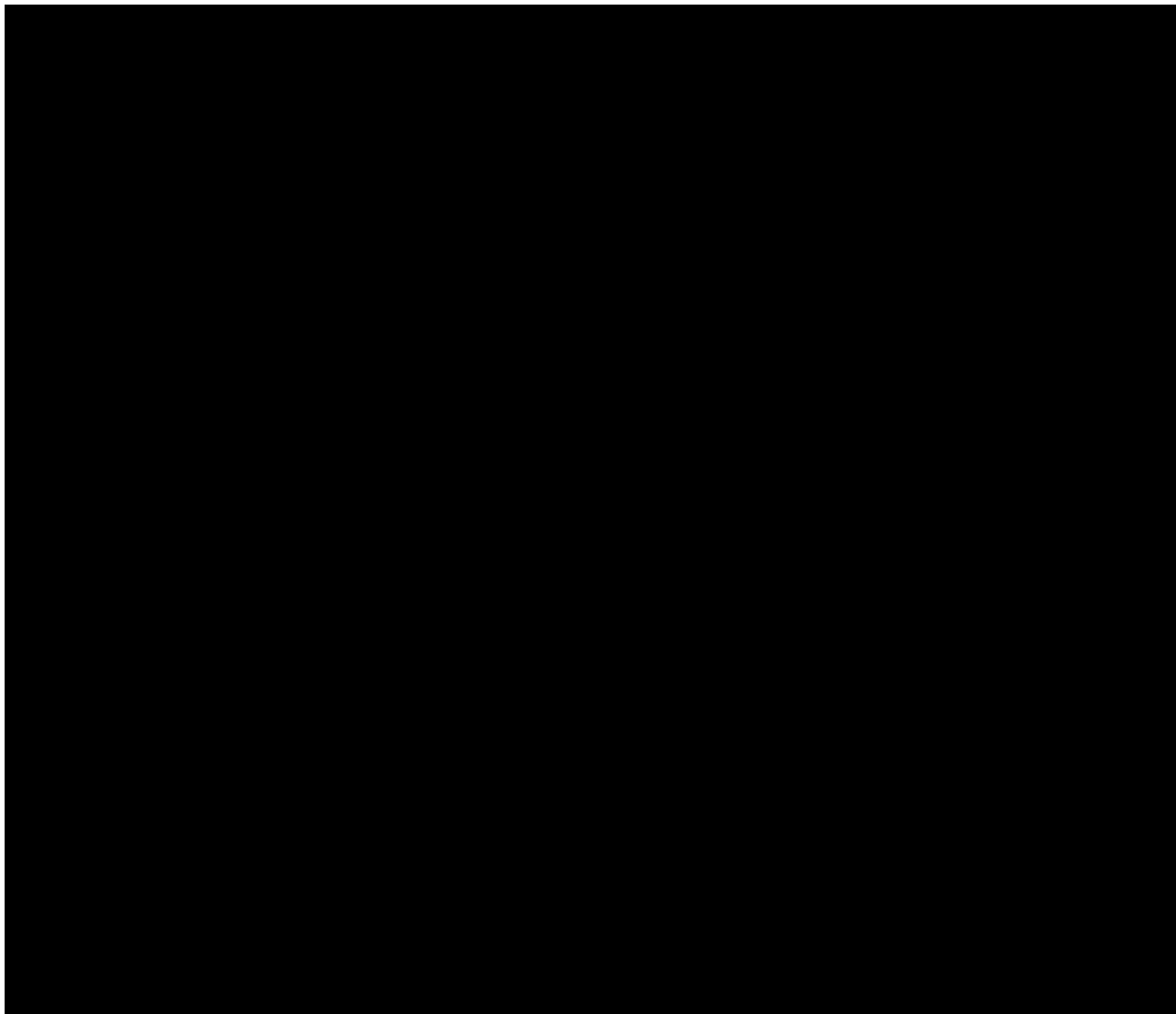
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■	[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

**APPENDIX 4**  
**INTEGRATION CATALOGUE**







**APPENDIX 5**  
**IMPLEMENTATION RACI**

**RACI Matrix Instructions**  
**INSTRUCTIONS**

The RACI matrix is a responsibility assignment matrix (RAM)

**RACI References**

<b>R</b>	Responsible	responsible for actually doing or completing the item
<b>A</b>	Accountable	accountable for ensuring that the item is completed
<b>C</b>	Consulted	Provides input in order to complete the item
<b>I</b>	Informed	to be kept informed of the status of item completion
<b>NA</b>	Not Applicable	Activity is not applicable for the party.

**RACI header references for information**

Matrix Programme (Including future Intelligent client function)	See Schedule 1 definition for Matrix Programme
Supplier	As defined by the contract [DRAFTING NOTE: The Authority has not sought to make a distinction between the roles and responsibilities of the two providers under the “Supplier” column in recognition of the market determining the split of tasks as part of the joint bid/Consortia response.]
Department (Inc As-IS BPO)	See Schedule 2, Appendix 1 definition for Department
UKSBS (BPO Supplier)	See Schedule 1 definition for BPO Supplier

**Notes:**

1. The Authority has not sought to make a distinction between the roles and responsibilities of the two providers under the “Suppliers” column in recognition of the market determining the split of tasks as part of the joint bid/Consortia response
2. As Potential Bidders are aware this RACI has been developed at an early stage within the programme and is likely to evolve over time

## Governance & Implementation RACI

Activity	Matrix Programme (Including future Intelligent client function)	Supplier	Department (Inc As IS BPO and 3rd party Suppliers)	UKSBS	AMS
<b>Governance</b>					
Account Management	A	R	C	I	NA
Dispute Resolution Procedure	A	R	C	NA	NA
Management of the relationship with SaaS Vendor and other third party vendors and suppliers who are involved in the solution being developed	A	R	C	NA	NA
Performance reporting on account management	A	R	C	NA	NA
Escalation of issues with SaaS vendors	A	R	C	NA	NA
<b>Assurance</b>	A	R	A	I	
Collaboration and input with third party assurance providers like IPA, GIAA, NAO etc	A	R	C	NA	NA
All Implementation Document Management	A	R	C	I	I
<b>Build</b>	A	R	A	C	
Maintain configuration records	A	A/R	C	I	
Environment/Tenant/Instance Management	A	A/R	I	I	
Build Standards Management	A	A/R	I	I	
End to End design and build plan	A	A/R	I	I	
<b>Commercial</b>	A	R	C	I	
Commercial review of performance	A	R	C	I	
Commercial Change control process	A	R	C	I	
<b>Cut Over</b>	A	R	R	R	R
Cut over and transition Plan along with RACI of all activity	A	R	R/C	R/C	R/C
Over all Cutover management	A	R	R/C	R/C	R/C
Cut over collaterals management	A	R	R/I	R/I	R/I
Fall Back and contingency plan	A	R	R/C	R/C	R/C
Defining the entry criteria for cut over plan	A	R	R/C	R/C	R/C
<b>Design</b>	A	R	C	C	C
Putting together a design governance process for programme	R	A	C	I	
Managing the design governance process	A	R	C	I	
Aligning the design governance with over all programme plan	A	R	C	I	
Design change control process	A	R	C	I	
Licences as per the Bill of Materials for the end to end solution	A	R	C	I	
<b>Interface Migration &amp; Transition</b>	A	R	R	R/C	R/C
<b>Project Management</b>	A	R	I/C	I/C	
Facilitate and coordinate activities for delivery	A	R	C	C	
Service review of Supplier and SaaS vendor	A/R	C	C	C	
Manage RACI framework	A	R	I	I	
Project Initiation Document	A	R	C	C	
Project Plan	A	R	C	C	
Project change control	A	R	C	I	
Programme Management Structure	A	R	I	I	
Traceability Matrix	A	R	C	C	
Risks, Issues, Assumptions and Dependency Management	A	R	I	I	

## Data Workstream RACI

Activity / Party	Matrix Programme (Including future Intelligent client function)	Supplier	Department (Inc As-IS BPO and 3rd party Suppliers)	UKSBS	AMS
<b>Data Migration</b>					
<b>Data Migration Strategy</b>					
Document Creation & Management	A	R	C	I	I
Data Entity Scope	A	R	C	I	I
<b>Data Extraction</b>					
Data Extraction Dept Specification	A	C	R	I	I
Data Extraction	A	C	R	I	I
<b>Data Cleansing</b>					
Data Cleansing Analysis	A	R	C	I	I
Data Cleansing & Monitoring	A	C	R	I	I
<b>Data Transformation</b>					
Field & Config Mapping, Business Rules	A	R	C	I	I
Technical Transformation	A	R	C	I	I
Data Obfuscation	A	R	C	I	I
<b>Data Loading</b>					
Data Validation Checks	A	R	C	I	I
Data Loading	C	A/R	C	I	I
Data Load & Validation Error Reporting	A	R	C	I	I
<b>Data Reconciliation</b>					
Technical Reconciliation	C	A/R	I	C	C
Business Reconciliation	A/R	C	R	C	C
Reconciliation Signoff Authority	A/R	R	R	C	C
<b>Data Migration Progress Reporting</b>					
DM Cycle Technical Progress Report	A	R	C	I	I
DM Cycle Completion Report	A	R	C	I	I
Data Migration Audit Pack	A	R	C	I	I
<b>Data Migration (Archive)</b>					
Data Extraction (Inc Transformation if req)	A	C	R	I	I
Data Loading	A	R	C	I	I
Data Reconciliation & Signoff	A	R	R	C	I

Design + Configuration RACI					
Activity / Party	Matrix Programme (including future intelligent client function)	Supplier	Department (Inc As-IS BPO and 3rd party Suppliers)	UKSBS	AMS
Architecture Development					
Architecture Principles	R/A	C	C	I	I
Conceptual To Be Architecture	R/A	C/I	C	C/I	C/I
Logical and Physical To Be Architecture	A/C	R	C	C/I	C/I
Integration Architecture and Strategy aligned to logical and physical architecture	A/C	R	C	C/I	C/I
As is architecture review and analysis	R/A	I	R/C	C/I	C/I
Non Functional requirements	R/A	C/I	C	C	C
Security					
Threat Assessment	R/A	C	R	I	I
Security Framework	R/A	I	R	I	I
Validate key security considerations for contract	R/A	I	R	I	I
Capture Security requirements for cluster departments	R/A	I	R	I	I
Define data security policy for the Matrix project	R/A	I	R	I	I
Security certification of the product	A	R	C	I	I
Define the security architecture for a shared Service platform across SaaS ERP, On premise Systems, Gov Services, and other third-party services	A	R	C	C	C
Design and implement security controls (e.g., Role based access control)	A	R	C	C	C
Assess the risk and impact of vulnerabilities on existing and future designs and systems	A	R	C	C	C
Data Protection Impact Assessment	R/A	C	R/A	C	C
Integration					
Integration Standard, Principles and Policies	R/A	C	C/R	I	I
Logical integration architecture and design	A	R	C/R	C	C
End to end integration specification for individual interfaces	A	R	C/R	C	C
End point systems interface component design	A/R	R/C	R/C	C	C
Infrastructure configurations for interfaces	A	C/R	C/R	C/R	C/R
Build end point system components for interface	A	C/R	C/R	I	I
Infrastructure and network component configuration - BPO	A	R	I	R	C
Infrastructure and network component configuration - Department	A	R	C/R	I	NA
Device and network component configuration - BPO	A	R	C/R	C/R	C
Device and network component configuration - Department	A	R	C/R	I	NA
Identity Management	A	R	C/R	C/R	C
Design					
End to end Business Process Architecture & Design.	A	A/R	A/C	C	I
Functional Design (E.g. Chart Of Accounts, Integrations & Reporting)	A	A/R	C	C	I
Functional Walk Through, Prototype & Demos	C	A/R	C	C	I
Create Digital Operating Procedures/Work Instructions	C	A/R	C	C	I
Risk and Controls Framework	A/R	R	C	C	I
Requirements Traceability through Implementation	A	R	C	I	I
Design & Build Change Control	A/R	R	C	C	C
Creation of Knowledge Base	A/R	A/R	C	C	I
Configuration / Build					
Functional requirements	A	C	R	R	NA
Functional design (Build from the Design)	C	A/R	C	C	NA
Functional configuration	C	A/R	C	C	NA
User, Role Configuration & Security	A	A/R	C	C	I
Release Management	C	A/R	C	C	NA

Technology RACI					
Activity / Party	Matrix Programme (Including future Intelligent client function)	Supplier	Department (Inc As-IS BPO and 3rd party Suppliers)	UKSBS	AMS
<b>Testing</b>					
<b>Unit Test</b>					
Approach to Test Phase	I	R/A	I	I	I
Creation of Test scripts	I	R/A	I	I	I
Test Execution Plan	I	R/A	I	I	I
Entry Criteria and Gate	A	R	I	I	I
Execution	I	R/A	I	I	I
Record test Outcome	I	R/A	I	I	I
Defect Recording & resolution	I	R/A	I	I	I
Execution Tracking & Reporting	I	R/A	I	I	I
Exit Criteria & Gate	A	R	I	I	I
Test Sign Off	A	R	I	I	I
<b>System Test</b>					
Approach to Test Phase	I	R/A	I	I	I
Creation of Test scripts	I	R/A	I	I	I
Test Execution Plan	C	R/A	C	C	I
Entry Criteria and Gate	A	R	I	I	I
Execution	C	R/A	C	C	I
Record test Outcome	I	R/A	I	I	I
Defect Recording & resolution	C	R/A	C	C	I
Execution Tracking & Reporting	I	R/A	I	I	I
Exit Criteria & Gate	A	R	I	I	I
Test Sign Off	A	R	I	I	I
<b>System Integration Test &amp; End to End Test</b>					
Approach to Test Phase and Requirement Traceability	A/C	R/A	C	C	C
Creation of Test scripts	C	R/A	C	C	C
Test Execution Plan	C	R/A	C	C	C
Entry Criteria and Gate	A	R/A	A	C	C
Execution	A	R/A	R	C	C
Record test Outcome	C	R/A	R	C	C
Defect Recording & resolution	A	R/A	R	C	C
Execution Tracking & Reporting	A	R	C	C	C
Exit Criteria & Gate	A	R/A	C	C	C
Test Sign Off	A	C	R	R	R
<b>Payroll Comparison Test</b>					
Approach to Test Phase	A	R	C	R	C
Creation of Test scripts	A	R	C	R	C
Test Execution Plan	A	R	C	R	C
Entry Criteria and Gate	A	R	C	R	C
Execution	A	R	C	R	C
Record test Outcome	C	R	C	R	C
Defect Recording & resolution	A	R	C	R	C
Execution Tracking & Reporting	A	R	C	R	C
Exit Criteria & Gate	A	R	C	R	C
Test Sign Off	A	C	C	R	C
<b>Regression Test</b>					
Approach to Test Phase	C	R	C	C	C
Creation of Test scripts	C	C	C	R	R
Test Execution Plan	A	C	C	R	R
Entry Criteria and Gate	A	R	C	C	C
Execution	A	C	A	R	R
Record test Outcome	C	C	C	R	R
Defect Recording & resolution	A	R	R	R	R
Execution Tracking & Reporting	C	R	C	C	C
Exit Criteria & Gate	A	R	C	R	R
Test Sign Off	A	C	R	R	R

<b>User Acceptance Test</b>					
Approach to Test Phase and Requirement Traceability	A/C	C	R	R	C
Creation of Test scripts	A	C	R	R	C
Test Execution Plan	A	C	R	R	C
Entry Criteria and Gate	A	R	R	R	I
Execution	A	C	R	R	C
Record test Outcome	A	C	R	R	I
Defect Recording & resolution	A	R	R	R	C
Execution Tracking & Reporting	C	R	C	C	I
Exit Criteria & Gate	R	R	C	R	C
Test Sign Off	A	C	R	R	C
<b>Performance Test</b>					
Approach to Test Phase	A	R	C	C	C
Creation of Test scripts	A	R	C	C	C
Test Execution Plan	A	R	C	C	C
Entry Criteria and Gate	A	R	C	C	C
Execution	A	R	C	C	C
Record test Outcome	A	R	C	C	C
Defect Recording & resolution	A	R	C	C	C
Execution Tracking & Reporting	A	R	C	C	C
Exit Criteria & Gate	R	C	C	C	C
Test Sign Off	A	C	R	R	I
<b>Operational Acceptance Test</b>					
Approach to Test Phase	A/C	R/A	C	C	C
Creation of Test scripts	C	R/A	C	C	C
Test Execution Plan	C	R/A	C	C	C
Entry Criteria and Gate	A	R/A	A	C	C
Execution	A	R/A	R	R	R
Record test Outcome	C	R/A	R	R	R
Defect Recording & resolution	A	R/A	R	R	R
Execution Tracking & Reporting	A	R	C	C	C
Exit Criteria & Gate	A	R/A	C	C	C
Test Sign Off	A	C	R	R	R
<b>Live Acceptance Test</b>					
Approach to Test Phase	C	C	C	R	R
Creation of Test scripts	C	C	C	R	R
Test Execution Plan	C	C	C	R	R
Entry Criteria and Gate	C	C	R	R	R
Execution	A	C	R	R	R
Record test Outcome	A	C	C	R	R
Defect Recording & resolution	A	R	R	R	R
Execution Tracking & Reporting	C	C	C	R	R
Exit Criteria & Gate	R	C	C	C	C
Test Sign Off	A	C	R	C	C
<b>Penetration Test</b>					
Approach to Test Phase	A/R	C	I	I	I
Creation of Test scripts	A/R	C	I	I	I
Test Execution Plan	A/R	C	I	I	I
Entry Criteria and Gate	A/R	C	I	I	I
Execution	A/R	C	I	I	I
Record test Outcome	A/R	C	I	I	I
Defect Recording & resolution	A	R	I	I	I
Execution Tracking & Reporting	A/R	C	I	I	I
Exit Criteria & Gate	A/R	C	I	I	I
Test Sign Off	A/R	C	I	I	I
<b>Creation of a Master Test Plan</b>	A	R	C	C	C



**Knowlwdge Transfer, Handover and Transition RACI**

Activity / Party	Roles	Matrix Programme (Including future Intelligent client function)	Supplier	Department (Inc As-IS BPO)	UKSBS	AMS
Business Readiness & Deployment						
Business readiness						
Establish teams and approach		A	C	C	R	R
Develop BAU handover criteria and readiness tracking		A	R	C	C	C
Establish teams and approach		C	C	A/R	C	C
Develop readiness criteria and Business Readiness tracking approach		A	R	C	C	C
Develop transition plans		C	C	A/R	C	C
Execute and track, monitor, escalate and resolve issues		C	C	A/R	C	C
Deployment analysis, planning and approach (incl. definition of principles, model, governance, super users, and schedule)		A	R	C	C	C
Pre go-live (PGL) simulation testing and support planning (incl. capture and resolution of issues and queries)		A	R	C	C	C
Go-Live" and PGL support		A	R	C	C	C
Transition to BAU (incl. monitoring of trends, metrics and adoption plans)		C	I	A/R	C	C
Cut over		A	R	R	C	C
Hypercare 1st and 2nd Line		A	R	C	R	R
Hypercare 3rd Line		A	R	C	C	C
Training						
Develop Programme Training Strategy		A	R	C	I	I
Develop Dept Training Strategy		I	C	A/R	C	C
Produce Training Materials		A	R	C	C	C
Carry out training (according to agreed strategy)		A	R	C	I	I
Training Roll Out		I	I	A/R	I	I

## Business Change & Communication/Engagement RACI

Activity / Party	Roles	Matrix Programme (Including future Intelligent client function)	Supplier	Department (Inc As-IS BPO)	UKSBS
<b>Change Strategy &amp; Vision</b>					
<b>Change Strategy &amp; Plan (Prog)</b>					
Evaluate organisation / cluster and change context (Approach)	A/R	I		C	I
Develop Programme-level change strategy	A/R	C		C	I
Ensure Central teams hold Change Capability	A/R	I		C	I
Ensure Dept teams hold Change Capability	C	I		A/R	I
Revise and update Change Strategy (Review)	A/R	C		C	I
Develop and manage programme C&E plan	A/R	C		C	I
<b>Purpose, Vision &amp; Case for Change (Prog &amp; Dept)</b>					
Establish the programme purpose	A/R	I		C	I
Co-create the Vision and Case for Change	A/R	I		C	I
Activate vision and case and engage across the organisations	A	C		R	I
<b>Change Plan &amp; Departmental Focus Strategy (Dept)</b>					
Change Discovery	C	I		A/R	I
Develop Dept Change Strategy	C	I		A/R	I
Revise and update Change Strategy (Review)	A/R	C		C	I
Develop & manage Dept C&E plan (embedded in programme plan)	C	C		A/R	I
Change Strategies Sign off (Dept Programme Board)	C	C		A/R	I
<b>Change Activities</b>					
<b>Personas and Journeys</b>					
Develop approach for producing the personas and journeys	A	R		C	I
Develop Personas	A	R		C	I
Create Experience Maps (Journeys)	A	R		C	I
Sign off Personas and journeys	A	R		C	I
<b>Stakeholders</b>					
Identify Stakeholders	A/R	C		A/R	I
Establish foundations for Sponsorship as well as roles/responsibilities	A/R	C		A/R	I
Implement, monitor and review	A/R	C		A/R	I
<b>Change Networks – Below SCS</b>					
Identify Stakeholders	I	C		A/R	I
Establish foundations for Sponsorship as well as roles/responsibilities	I	I		A/R	I
Implement, monitor and review	I	C		A/R	I
Assure Change Network(s) are established and in place	A	I		R	I
<b>Branding</b>					
Develop an approach for branding	A/R	I		C	I
Design the branding	A/R	C		C	I
Deliver the technology brand	I	A/R		A/R	I
<b>Change Impact Analysis</b>					
Define approach for Change Impact Analysis (incl. choice of tool and reporting template, facilitation of workshops)	A/R	I		C	I
Conduct Change Impact Assessments and analysis	A/R	C		A/R	I
Action planning and continued refinement (to help inform readiness action plans)	R	C		A/R	I
Assure Change impact assessments have been completed	A	I		R	I

<b>Stakeholder Engagement &amp; Communication</b>				
<b>Stakeholder Management, Communication &amp; Engagement Strategy &amp; Plan (Programme)</b>				
Map organisation stakeholders which require proactive management and identify key influencers	A	C	R	I
Develop Stakeholder Management Strategy and Plan	A/R	C	C	I
Monitor, revise and update approach	A/R	C	C	I
<b>Stakeholder Management, Communication &amp; Engagement Strategy &amp; Plan (Dept)</b>				
Map organisation stakeholders which require proactive management and identify key influencers	C	I	A/R	I
Develop Stakeholder Management Strategy and Plan	C	C	A/R	I
Monitor, revise and update approach	C	C	A/R	I
<b>Communication Products</b>				
Prepare programme engagement and comms strategy	A/R	C	C	I
Prepare clear and effective user communications in accordance with the strategy	A	C	R	I
Deliver engagement/communication	I	C	A/R	I
Monitor progress and effectiveness	I	C	A/R	I
<b>People</b>				
<b>Trade Union Engagement (Prog)</b>				
Define approach for engaging TUs	R/A	I	C	I
Maintain relationship with TUs	R/A	I	C	I
Monitor, review relationship	R/A	I	C	I
<b>Trade Union Engagement (Dept)</b>				
Align central approach for engaging TUs	C	I	A/R	I
Maintain relationship with TUs	I	I	A/R	I
<b>Business Readiness &amp; Deployment</b>				
<b>Business readiness</b>				
Establish teams and approach	C	C	A/R	C
Develop readiness criteria and Business Readiness tracking approach	A	R	C	C
Develop transition plans	C	C	A/R	C
Execute and track, monitor, escalate and resolve issues	C	C	A/R	C
Deployment analysis, planning and approach (incl. definition of principles, model, governance, super users, and schedule)	A	R	C	C
Pre go-live (PGL) simulation testing and support planning (incl. capture and resolution of issues and queries)	A	R	C	C
Go-Live" and PGL support	A	R	C	C
Transition to BAU (incl. monitoring of trends, metrics and adoption plans)	A/R	C	A/R	C
<b>Training</b>				
Develop Programme Training Strategy	A/R	C	C	I
Develop Dept Training Strategy	C	C	A/R	C
Produce Training Materials	A	R	C	C
Carry out training (according to agreed strategy)	A	R	R	I

**APPENDIX 6**  
**DATA ARCHIVING**























**APPENDIX 7**  
**GLOSSARY OF TERMS**

Term or Acronym	Definition
9 Box Grid	The 9 box grid is an employee assessment tool that divides and plots employees across 9 key data points. It is a grid-based system used to evaluate employees' performance levels and potential for growth to fit them into each of these 9 segments.
A/L Entitlements	Absence and Leave entitlements
Accounting Period	Any specified month within the financial year (usually April 1st to March 31st) where the Authority gathers and organises its financial activity.
Accounts Payable or "AP"	The system components and processes that provide for the entry and processing through to payment of supplier invoices.
Accounts Receivable or "AR"	The system components and processes that provide for the entry and processing through to receipt of customer invoices.
Adult Education Funding	Grants and bursaries for adult learners
Advances of Pay	An Authority loan to payroll employees that will need to be repaid through arranged means, such as from wages or other benefit staff may be getting.
AES256	Advance Encryption Standards 256 is a virtually impenetrable symmetric encryption algorithm that uses a 256-bit key to convert your plain text or data into a cipher
AGO	Attorney General's Office, one of the Authority departments in the Matrix cluster.
Alternate Approver	Person defined by the Authority to approve, reject, etc a transaction on behalf of the approver when the latter is absent.
API	Application Programme Interface
Appeal Manager	Manager (at least one grade above the Decision Manager) who hears and decides appeals against formal sanctions levied against employees (e.g. disciplinary).
Applicant Tracking Systems or ATS	Software application that enables the electronic handling of recruitment and hiring needs.
Approval	Written consent or written approval (in a prior agreed format where applicable) and 'Approve' and 'Approved' shall be construed accordingly.
Arm's Length Body or ALB	Arm's-length body (ALB) is a term commonly used to cover a wide range of public bodies, including non-ministerial departments, non-departmental public bodies, executive agencies and other bodies, such as public corporations.
Asset Under Construction or "AUC"	Special category of tangible assets. Displayed as a separate balance sheet item with its own account determination in the asset classes.
Atamis	A cloud based eSourcing and contract management tool, widely used by Matrix departments.
Authority	For the sake of functional requirements "Authority", "Matrix Cluster" and "Matrix Departments" are interchangeable and refer to those Government Departments and their ALBs that will be users of the Service Solution. The Matrix Programme, it's Departments or other representatives of His Majesty's Government
Authority Agent	Agents who have been approved by the Authority to act on the Authority's behalf and notified to the Supplier in writing.
Authority Business Change Strategy	The Authority's documented approach to business change activities (as amended from time to time) that will be required as the Service System is implemented.
Authority Data Migration Strategy	The Authority's documented approach to data migration activity (as amended from time to time) that will be required when implementing the new Service System.
Authority Retained Function	A team of ERP functional and technical specialist responsible for providing support, enhancements and developments of the Service System once live.
AVC	Additional Voluntary Contributions
AWDL	Average Working Days Lost
AWOL	Absent Without Leave - a period of unplanned and unauthorised absence from work.
BACS	Bankers' Automated Clearing System
Benefit in Kind or "BIK"	Non-cash rewards that an employee may receive from the Authority as part of the reward package (e.g. company car, medical insurance, work relocation cost, etc) and it is subject to taxation by HMRC.
Board Pack	A reporting pack prepared by the Department for Executive and Board reporting.
BPO	Business Process Outsourcer
Business Change	Activities that help the wider organisation understand and prepare for change that will occur due to the new system being implemented
Business Process Outsourcing or "BPO"	The Authority's Business Process Outsourcing service provider.



Calibration or Performance Calibration	Performance Calibration is a process in which managers (typically within a department or function) come together to discuss the performance of employees and achieve agreement on performance appraisal ratings.
Career Break Agreement	Career break – it is only an agreement between the employer and the employee setting out terms and conditions of career break
Career Break or Career Break Agreement	A career break is where an individual temporarily breaks their employment contract in order to enhance their career. A career break allows individuals the opportunity to preserve their continuity of employment and leave open the opportunity to return to the department at a later date.
Case Management System or "CMS"	Case management solutions are applications designed to support a complex process that requires a combination of human tasks and electronic workflow, such as an incoming application, a submitted claim, a complaint, or a claim that is moving to litigation.
CCM V3.0.1	Cloud Controls Matrix V3.0.1 - Meta-framework of cloud-specific security controls, mapped to leading standards, best practices and regulations. CCM provides organizations with the needed structure, detail and clarity relating to information security tailored to cloud computing. CCM is currently considered a de-facto standard for cloud security assurance and compliance.
CCS	The Crown Commercial Service, an executive agency and trading fund of the Cabinet Office of the UK Government.
Central Contract or Centrally Managed Contracts	Corporate contracts that have been set up for specific goods/ services and Suppliers and managed centrally by the Crown Commercial Services or by a central business team within Government.
CHAPS	Clearing House Automated Payment System
CIS	The Construction Industry Scheme (CIS) is a taxation scheme for individuals and businesses, working within the construction industry. It sets out the rules for how payments to subcontractors for construction work must be handled by contractors, and deductions passed to HMRC.
Civil Service Leadership Committee	A committee comprised of senior leaders (SCS) within a department, with a purpose of providing approvals.
Civil Service Learning platform or "CSL" platform or LPG	The Civil Service Learning (CSL) platform is an internal-facing service within the Civil Service, delivering learning resources.
Closed Pools	A group of employees who are at risk of redundancy. Open roles may be advertised to closed pools only to help with redeployment where there are more people than suitable roles.
Cloud	Access method to the ERP solution via the Internet.
Cloud Architecture Framework	Architecture framework used in design and build of SaaS ERP
Cloud Security Alliance STAR Level 2	STAR - Security, Trust, Assurance and Risk - Registry is a publicly accessible registry that documents the security and privacy controls provided by popular cloud computing offerings. At level two organizations earn a certification or third-party attestation.
Cloud user or "CU" Departments	Departments in the Matrix cluster that will be migrating to the solution last (AGO, DfE, DHSC, HMT).
CMDB	Config Management Database
CO	Cabinet Office, one of the Authority departments in the Matrix cluster.
CoE	Centre of Excellence
Cohort Leader	Leader based in the Fast Stream team responsible for performance management of Fast Stream employees. Commonly known in industry as a Matrix Manager.
Collective Disputes	Collective Disputes normally relate to conditions of service and matters arising from conditions of service which affect the general relations between employees and/or recognised unions/professional associations.
Collective Grievances	A Collective Grievance is a grievance brought by a group of staff (i.e. 2 or more).
Common Chart of Accounts or "CCoA"	The Common Chart of Accounts is the set of account codes to be used across central Government for financial reporting into the HMT OSCAR system.
Competency Framework	Competency Framework is a structure that sets out and defines each individual competency (such as problem-solving or people management) required by individuals working in an organisation or part of an organisation.
Compressed Hours	Working Compressed Hours means working full-time conditioned hours (41 hours gross including breaks, 36 hours net excluding breaks) in 4 or 4.5 days.
Compulsory Transfer or Compulsory Permanent Transfer	Compulsory permanent transfer occurs if an employee's present post relocates to another location and/or Government Department and management require an employee to move with it or management requires an employee to move permanently to a different job in a different location.
Conditioned Hours	The total number of hours staff are required for duty each week.
Consolidated Budgeting Guidance or "CBG"	Guidance provided by HM Treasury for Government departments on the budgeting framework that applies for expenditure control as amended from time to time. (see <a href="https://www.gov.uk/Government/publications/consolidated-budgeting-guidance-2019-to-2020">https://www.gov.uk/Government/publications/consolidated-budgeting-guidance-2019-to-2020</a> )
Continuous Service	Continuous service is worked out in months and years, starting with the date you began work for your employer. If there is a break in your employment then normally none of the weeks or months before that date will count as continuous service. However, there are certain situations where time with a previous employer can count towards the continuous employment with your current employer.
Contracted Out Services or "COS"	Contracted out services allow the Authority to appoint a provider to deliver work on its behalf, developing a framework to clearly scope the workforce provision and structure required to deliver a specific service or project for their department(s). As defined by VATGPB9700. <a href="https://www.gov.uk/hmrc-internal-manuals/vat-government-and-public-bodies/vatgpb9720">https://www.gov.uk/hmrc-internal-manuals/vat-government-and-public-bodies/vatgpb9720</a>
COSoP	Cabinet Office Statement of Practice (COSoP) is a code of practice to support employees when work is being transferred between departments within the civil service or across the wider public sector. COSoP provides transferring employees with TUPE-like protection when the TUPE legislation cannot apply as there will not be a change of employer.
CPNI	Centre for Protection of National Infrastructure
CR	Compulsory Redundancy
Crown Commercial Service eTendering tool	Secure web-based, collaborative tool used by procurement and suppliers to conduct the strategic activities of the procurement lifecycle online, for example Jaggaer.
CSA	Cloud Security Alliance
CST	Chief Secretary to the Treasury
Cutover	The point at which Matrix Department users start to perform tasks and business processes on the Service System instead of their current departmental ERP.
Cyber Essentials Plus	<p>Cyber Essentials is an effective, Government backed scheme that will help protect organisations, whatever its size, against a whole range of the most common cyber attacks.</p> <p>Cyber Essentials Plus has the Cyber Essentials trademark simplicity of approach, and the protections needed to be put in place are the same, but for Cyber Essentials Plus a hands-on technical verification is carried out</p>

Data Migration Plan	The plan that covers all activities in the end to end data migration exercise or its constituent phases
Data Migration Strategy	The strategy to all data migration activities and cycles required but not necessarily all the details of execution
DCMS	Department for Culture, Media & Sport, one of the Authority departments in the Matrix cluster.
Debt Management Office or "DMO"	Executive Agency of HM Treasury responsible for debt and cash management for the UK Government.
Decision Manager	Manager who hears and decides outcomes in formal employee relations proceedings (e.g. disciplinary).
Delegated Financial Authority or "DFA"	Every requisition (and subsequent Purchase Order) the Authority's staff creates needs to be approved by an individual who holds a formal Delegated Financial Authority. A DFA allows the individual to approve a requisition up to their DFA value.
DESNZ	Department for Energy Security & Net Zero, one of the Authority departments in the Matrix cluster.
Department	One of the Matrix Government departments DSIT, CO, DCMS, DBT, DESNZ, AGO, HMT, DfE and DHSC
Detached Duty or Compulsory Detached Duty	Compulsory Detached Duty is a temporary move to another location at the request of management as part of an employees present job or for another job.
DfE	Department for Education, one of the Authority departments in the Matrix cluster.
DHSC	Department for Health & Social Care, one of the Authority departments in the Matrix cluster.
Directorate or Directorates	Director level Business Units within each department in the Authority.
Disciplinary	The procedure to use when it is suspected or alleged that an employee has failed to meet acceptable standards of behaviour or conduct in any way.
Dispute Resolution	A process to be followed where there is a complaint (formal or informal) relating to the treatment of an employee. This includes incidences where an employee is raising a complaint of bullying, harassment or discrimination. More commonly known in industry as grievance.
DBT	Department for Business and Trade, one of the Authority departments in the Matrix cluster.
Diversity & Inclusion or "D&I"	A term used to describe policies and programs that promote the representation and participation of different groups of individuals, including people of different ages, races and ethnicities, abilities and disabilities, genders, religions, cultures and sexual orientations.
Domestic	Authority staff and operations based in the UK.
Downgrading	Can be voluntary (an employee can request to downgrade to a lower pay band, perhaps as a stepping stone to retirement), or involuntary, when downgrading to a lower pay band is applied as a sanction during formal disciplinary proceedings.
DR	Disaster Recovery
DSIT	Department for Science, Innovation and Technology, one of the Authority departments in the Matrix cluster.
Dunning Letter(s)	A series of notifications sent to a customer, stating it is overdue in paying an account receivable to the sender.
Emergency Payment	Required to be paid quickly and at short notice.
End User	any user authorised by the Authority to use and/or access the BPO Services or data including: Authority Personnel, Supplier Personnel and Other Suppliers' personnel;
Enhanced Adoption Leave and Pay	Enhanced adoption leave and pay entitlements above the statutory minimums offered by the Matrix Cluster.
Enhanced Maternity Leave & Pay	Enhanced maternity leave and pay entitlements above the statutory minimums offered by the Matrix Cluster.
Enhanced Maternity Pay	Enhanced maternity pay offered by the Authority for eligible Matrix Cluster.
Enhanced Paternity Leave	Enhanced paternity leave offered by the Authority for eligible Matrix Cluster.
Enhanced Paternity Pay	Enhanced paternity pay as offered by the Authority for eligible Matrix Cluster.
Enterprise Resource Planning or "ERP"	Centralised system that integrates all major enterprise functions i.e. HR, Planning, Procurement, Sales, Finance, Analytics, etc.
ESS	Employee Self-Service
Exception Payment	Unusual payment requests usually but not limited to outside of policy or process.
Fast Stream	Fast Stream is an accelerated career path to leadership with supported development (similar to a graduate development scheme). Staff on this scheme are often referred to as 'Fast Streamers'.
Financial Planning & Budgeting or "FP&B"	A solution that will provide the means to complete financial planning and budgeting activities.
Flexi Credit	Employees who have worked more than their conditioned hours in the reference period will be in credit by the value of those additional hours."Flexi is always around when an employee works additional hours (i.e. over their 37h week contractual hours), and them having the ability to take this time back"
Flexi Debt or Flexi Debit	Employees who have worked less than their conditioned hours in the reference period will be in debit by the value of those additional hours.
Flexi Time or Flexi-Time	The flexi-time system is a voluntary, non-contractual form of flexible working. The flexi-time system allows conditioned hours to be worked more flexibly subject to business need and management approval.
Flexible Working	Flexible working incorporates a wide variety of working patterns. A flexible working arrangement can be any working pattern other than the organisational norm, can be formal or informal. A statutory right to request flexible working also exists for employees with more than 26 weeks service.
FPS	A Full Payment Submission (FPS) is a document that employers need to submit to HMRC every time they pay their employees. It informs HMRC of the employees' details, pay, and deductions.
FTE	Full Time Equivalent
Function or Functions	Director General level Business Units within each department in the Authority.

GBS	Government Business Services
GCO	Government Commercial Organisation - employs Commercial Specialists who are deployed across Government departments.
GDS	Government Digital Service <a href="https://www.gov.uk/government/organisations/government-digital-service">https://www.gov.uk/government/organisations/government-digital-service</a>
General Ledger or "GL"	Set of numbered accounts a business uses to keep track of its financial transactions and to prepare financial reports. Each account is a unique record summarising each type of asset, liability, equity, revenue and expense.
GIAA	Government Internal Audit Authority <a href="https://www.gov.uk/government/organisations/government-internal-audit-agency">https://www.gov.uk/government/organisations/government-internal-audit-agency</a>
Google Suite	The Google suite of applications, includes Docs, Sheets and Slides.
Government Digital Service or "GDS"	Part of Cabinet Office tasked with transforming the provision of online and digital public services.
Government Financial Reporting Manual or "FReM"	Technical accounting guide issued by HM Treasury for the preparation of financial statements. It complements guidance on the handling of public funds published separately by the relevant authorities in England and Wales (HM Treasury and the Welsh Government respectively), Scotland (the Scottish Government) and Northern Ireland (the Executive Committee of the Northern Ireland Assembly). (see <a href="https://assets.publishing.service.gov.uk/Government/uploads/system/uploads/attachment_data/file/853231/2019-20_Government_Financial_Reporting_Manual.pdf">https://assets.publishing.service.gov.uk/Government/uploads/system/uploads/attachment_data/file/853231/2019-20_Government_Financial_Reporting_Manual.pdf</a> )
Government Function Standard 005	The Digital, Data and Technology functional standard sets out how all digital, data and technology work and activities should be conducted across government. The standard sets expectations for the direction and management of portfolios, programmes, and projects in government
Government Internal Audit Agency or "GIAA"	An executive agency of the UK Government (sponsored by HM Treasury) which provides a range of professional, independent and objective assurance services designed to add value and improve Government operations.
Government Procurement Platforms	Suite of systems used to manage procurement by Crown Commercial Services.
Government Purchasing Card or "GPC"	Sometimes referred as "Electronic Purchasing Card Solution (ePCS)". This is the Authority's corporate purchasing/procurement card and preferred method of payment for low-value transactions.
GPA	Government Property Agency - delivers property and workplace solutions across Government.
Grant Award Record	A Grant Award Record in the system that shows that a grant is active and available for payment to grants recipients. This will always contain a unique grants ID and financial limit, as well as multiple types of classification.
Grant Transaction	A payment made to a recipient against an approved Grant Award in the system.
GRNI	Goods received/receipted not invoiced. A record in the Service System that shows the value of goods provided on a purchase order, where no corresponding invoice has been received.
Gross Book Value or "GBV"	The carrying cost of a Non-Current Asset.
GUI	Graphical User Interface
His Majesty's Revenue and Customs or "HMRC"	A non-ministerial department of the UK Government responsible for the collection of taxes, the payment of some forms of state support and the administration of other regulatory regimes including the national minimum wage.
HM Treasury or "HMT"	His Majesty's Treasury, the Government's economic and finance ministry, maintaining control over public spending, setting the direction of the UK's economic policy.
HMT	His Majesty's Treasury, one of the Authority departments in the Matrix cluster.
Home Working or homeworking	A formal homeworking agreement, where the home becomes the employee's permanent place of work.
Hover Over	Functionality in the ERP system which displays the property of the data field when users move the cursor on top of the data field.
HR Operations	The team responsible for providing first line advice to managers and employees.
HRBP	Human Resources Business Partner
HRD	Human Resources Director
HTML5 plug ins	HTML5 plug ins are computer programs which incorporate new technologies to enhance the functionality of a web browser.
Human Capital Management or "HCM"	A functionality used to store data records about employees. Human Capital Management (HCM) is a set of practices related to people resource management.
Human Resources Department or "HR"	The Human Resources Department (HR department) performs human resource management, overseeing various aspects of employment, such as compliance with employment laws and standards, developing employment policies and supporting talent management (from talent acquisition through the entire employee lifecycle to leaving the organisation).
Hypercare	The period of time immediately following "Go Live" of the Service System, or part of the Service System, in the production environment where an elevated level of support is provided by the Supplier to closely monitor customer service, data integrity and the smooth functioning of the implemented Service System or part of the Service System.

Implementation Partner	The successful Supplier who will deliver the Service System implementation.
Implementation Plan	The developed and agreed plan that outlines the stages, activities, milestones and dependencies required to implement the new solution
Infrastructure Projects Authority or "IPA"	The UK Government's centre of expertise for infrastructure and major projects.
Inter Departmental	Relates to financial transactions between different UK Ministerial or non-Ministerial Government departments.
Intercompany transactions	Relates to financial transactions between different legal entities (Directorates) within the Authority.
Interns	A student or trainee who works, sometimes without pay, in order to gain work experience or satisfy requirements for a qualification.
IPA	Infrastructure and Projects Authority <a href="https://www.gov.uk/government/organisations/infrastructure-and-projects-authority">https://www.gov.uk/government/organisations/infrastructure-and-projects-authority</a>
ISAE 3402	International Standards on Assurance Engagements 3402
ISO/IEC27001	ISO/IEC 27001 is an international standard to manage information security. The standard was originally published jointly by the International Organization for Standardization (ISO) and the International Electrotechnical Commission (IEC) in 2005.[1] revised in 2013.[2] and again most recently in 2022
ISO/IEC27002	The ISO/IEC 27002 standard is part of a family of international standards (ISO 27000) for the management of information security. It includes the best industry practices to protect the availability, integrity and confidentiality of information.
ISO/IEC27017	ISO/IEC 27017 provides guidance on the information security aspects of cloud computing, recommending the implementation of cloud-specific information security controls that supplement the guidance of the ISO/IEC 27002 and ISO/IEC 27001 standards.
ISO/IEC27018	ISO/IEC 27018 establishes commonly accepted control objectives, controls and guidelines for implementing measures to protect Personally Identifiable Information (PII) in accordance with the privacy principles in ISO/IEC 29100 for the public cloud computing environment In particular, ISO/IEC 27018:2014 specifies guidelines based on ISO/IEC 27002, taking into consideration the regulatory requirements for the protection of PII which might be applicable within the context of the information security risk environment(s) of a provider of public cloud services.
Jaggaer	A cloud based eSourcing and contract management tool, widely used by Matrix departments.
JEGS	Job Evaluation and Grading Support is used to evaluate roles below the SCS.
JESP	Job Evaluation for Senior Posts is the method used for evaluating SCS posts.
JSON	JavaScript Object Notation
Key Performance Indicator or "KPI"	Quantifiable measurements used to gauge overall performance. KPIs specifically help determine strategic, financial, and operational achievements.
KIT Days	Keeping In Touch (KIT) days are an allowance of 10 days that employees can take during maternity, adoption or additional paternity leave.
L&D	Learning and Development
Learning Management	The process of improving employees' skills and knowledge through undertaking training via classroom, virtual or self-paced activities.
Loan In	A Loan In takes place when an existing employee moves to another department for an agreed period of time, usually to meet a development need or to share skills in order to build business capability across departments.
Machinery of Government or "MOG"	A change where there is a transfer of functions between ministers, either between ministers in charge of departments or other cabinet ministers, or between a minister and a non-departmental public body. It can affect functions carried out by the minister's department or a public body such as an executive agency under the minister's control, or by other public bodies. Usually the transfer of a function takes effect very quickly.
Managing Public Money	HMT publication " Managing Public Money".
Mandatory Training	Several of the training courses available on the Civil Service learning platform are mandatory for all staff (this includes contractors/interim
Mark Time Pay	Mark Time Pay is when base pay exceeds the pay range maximum. The difference between the higher rate of pay and the substantive rate of pay is called the Mark Time Element. "Mark Time Pay is where an individual's basic pay exceeds the maximum of their pay range, and HMRC honours this salary to prevent an immediate drop in pay. This may occur for various reasons, for example, where an individual move to a new role or location with different pay arrangements. All mark time arrangements in HMRC are subject to a 2-year limit. From June 2023 onwards, mark time arrangements for existing or new colleagues will be time limited and end after 2 years."
Master Data	The information that you share across your enterprise to analyse and drive business processes for operational efficiency.
Matrix Cluster or Matrix Department	See Schedule 1 Matrix Programme definition
MH	Mental Health
MI	Management Information
Microsoft Office	The Microsoft Office suite of applications, includes Word, Excel and PowerPoint.
Model Services Contract or "MSC"	The Government Legal Departments Model Services Contract as outlined in the following link: <a href="https://www.gov.uk/Government/publications/model-services-contract">https://www.gov.uk/Government/publications/model-services-contract</a> .
Modernised Contract	New employment contract terms and conditions post modernisation reforms.
Modified Historic Cost Accounting or "MHCA"	The approach to revaluation of Non-Current Assets set out in the Government Financial Reporting Manual.
Module Landscape	The document defining and showing the modules within scope for the Authority's programme of work to implement a new ERP.
MSS	Manager Self Service
My Civil Service Pension or MyCSP	My Civil Service Pensions. The system that administers the Civil Service pension arrangements on behalf of the Authority.

NAO	National Audit Office <a href="https://www.nao.org.uk/">https://www.nao.org.uk/</a>
National Audit Office or "NAO"	The independent Parliamentary body in the UK responsible for auditing central Government departments, Government agencies and non-departmental public bodies, and value for money audits into the administration of public policy.
NCSC	National Cyber Security Centre
NED	Non-Executive Director
NEST	National Employment Savings Trust
Net Book Value or "NBV"	The carrying cost of a Non-Current Asset net of accumulated depreciation.
New Payments Architecture	The New Payments Architecture (NPA) will be a new way of processing payments in the UK. It replaces the existing Faster Payments scheme and lays out the framework for a replacement to the Bacs scheme.
Non-Current Assets or "NCA"	The system components and processes that provide for the addition, maintenance, disposal, retirement and end to end lifecycle of fixed assets (both purchased and built) on the asset register.
Non-permanent employees	A person in post that is not employed on permanent contract and/or not paid through the organisations HMRC recognised payroll.
Normal Payment	Regular payment of expense claims.
Occupational Absence	Absences (in excess of statute) defined by the Authority policies (includes annual leave entitlements in excess of statutory entitlement, career breaks, volunteering leave etc).
Off Boarding	The process of managing a workers exit from the Authority to ensure a planned, smooth, comprehensive exit.
Official Gifts	Benefits of any kind from a third party, or given to a third party, which do not compromise personal judgement or integrity. This may include reciprocal gifts as part of a cultural exchange.
OGDs	Other Government Departments, such as the Department for Transport or the Department for Work and Pensions.
Onboarding	The period between a candidate accepting a verbal offer of employment and their first day at work.
On-premise	Software installed and runs on computers on the "premises" of the person or organisation using the software, rather than at a remote facility such as a server farm or cloud.
Order to Cash or "O2C" "OTC"	The process for the entire order processing system. This is a set of business processes and systems functionality to manage from sales order right through to customer receipts.
OSCAR	The Online System for Central Accounting and Reporting, and subsequent editions (e.g. OSCAR II) is a cross Government tool maintained by HM Treasury (HMT). OSCAR is critical in supporting Government to manage spending allowable by Government departments, devolved administrations and other Government financed public bodies.
Overseas	Authority staff and operations based overseas.
OWASP	The Open Web Application Security Project
P45	P45 shows the tax paid on a salary so far in the tax year at the point of changing employer (usually 6 April to 5 April).
P60	P60 shows the tax paid on a salary at the end of the tax year (usually 6 April to 5 April).
Pay Bands	Pay Bands are pay ranges established by the departments. Wherever pay bands are mentioned, it includes pay bands across matrix cluster departments and their associated units and entities.
Payroll	Functionality used in the system to calculate employee's pay, allowances, deductions, taxes and pension contributions.
PCI DSS	Payment Card Industry Data Security Standards
Performance Appraisal	A periodic review and evaluation of an individual's job performance.
Performance Development Plan or "PDP"	This is a tool for improving employee performance.
Performance Improvement Plans or "PIP"	A document that aims to help employees who are not meeting job performance goals.
Performance Management	The process of maintaining or improving employee job performance through the use of performance assessment tools, coaching and counselling.
Performance Moderation	Review of the spread of performance ratings on individuals or groups of employees and looking for apparent abnormalities or inconsistencies in weights, scores and ratings.
Performance Objective	Specifies what will be delivered. Objectives are required to be SMART (specific, measurable, achievable, realistic and timebound).
Performance Plan	The identification and plan of how objectives will be achieved.
Performance Related Pay or "PRP"	A way of managing pay by linking salary progression to an assessment of individual performance, usually measured against pre-agreed objectives.
PII	Personally Identifiable Information
Planned Leaver	Leavers as a result of loan end, secondment end, retirement, transfer to OGD, end of fixed term.
Portable Document Format or "PDF"	Portable Document Format such as Adobe.
Pre-hire	A candidate who has accepted an offer of employment but has not yet started work.
Pre-modernised Contract	Previous employment contract terms and conditions prior to modernisation reforms.
Privilege Day	An additional days annual leave awarded to Civil Servants for the King's Official birthday.
Probation	Initial period of employment during which the employee is assessed, and during which notice periods for termination of employment are reduced. Does not apply to internal transferees or to internal applicants who have already completed a probation period elsewhere in the Civil Service.
Procurement	Is the procurement process which relates to the buying process of organisations such as the purchasing of goods and/or services.
Procurement Marketplace	Catalogue tool where a requisitioner shops for goods and services made available to them.
Profession	A Profession is a group of individuals with common professional skills, experience and expertise. In many cases the Profession may be linked to a professional body that regulates membership and governs accreditation. The Profession provides a career anchor for individuals, and may also have a body to guide professional development and progression. Individuals may align to one or more Professions, but will usually have a core professional anchor.
Progression Cycle	Progression cycle is a reference to the Authority's talent and performance management processes and assessments.
Project Accounting or "PA"	The system components and processes that provide for the creation and accounting associated with projects from inception through to completion.
PRP	Performance Related Pay
PT	Part-Time
Purchase Order or "PO"	A Purchase Order is a document that shows a business's intention to buy goods or services from a Supplier.
Purchase to Pay or "P2P"	The process and system functionality for the entire purchase system from the purchase of goods to supplier payments.
Qualification Framework	A Qualifications Framework is a formalized structure in which learning level descriptors and qualifications are used in order to understand learning outcomes.

Rapid adopter or "RAP" Departments	Departments in the Matrix cluster that will be migrating to the solution first (DSIT, CO, DCMS, DBT, DESNZ).
Real Time Information or "RTI"	HMRC legislative compliant set of interfaces. RTI is a key Government programme which aims to improve how employers submit Pay As You Earn (PAYE) information about their employees to HM Revenue & Customs (HMRC). One requirement of RTI is to report PAYE information to HMRC 'on-or-before' the date they paid their employees.
Recruitment	The process of finding and hiring the best-qualified candidate for a position.
Redeployment	Moving employees who are risk of redundancy into a different role elsewhere in the organisation.
Reporting Data Set	Native ERP and non-native ERP data transferred to and stored on a central repository/data warehouse enabling further reporting and analytics by departments.
Reservist	Employees who are formally members of the military Reserve Forces.
Reversion	Reversion takes place when staff return to their substantive pay range after a period of temporary promotion. On reversion, their salary will be calculated as their previous substantive salary up-rated by relevant pay awards.
Ring Fenced Records	Records of employees performing sensitive roles which need to be suppressed from majority view, and who's mobile self-service access requires additional layers of anonymity.
ROI	Return on Investment
RPA	Robotic Process Automation
RTI	Real Time Information - It means that employers must generally send pay details to HMRC on or before the time they pay their employees. This information must normally be sent to HMRC electronically as part of their routine payroll process
SCS	Senior Civil Servant
SCS1	Senior Civil Servant Grade 1
SCS2	Senior Civil Servant Grade 2
SCS3	Senior Civil Servant Grade 3
Secondment	A Secondment takes place when an existing employee moves on a temporary basis to another role either within their department or to an external organisation for an agreed period of time
Security Clearance	Pre-employment screening of individuals with access to Government assets.
Self Service	The system functionality to provide employees and managers with access to the system to undertake task and view data for themselves.
Service System	The system solution which forms part of the Supplier's tender and which the Supplier shall implement and configure under the Agreement. Including but not limited to a SaaS ERP. Technology system that supports back office services
Service System Vendor or Supplier	The manufacturer of the Service System also referred to as the SaaS Vendor or Vendor.
Services	The Services as specified in the Agreement.
SFTP	Secure File Transfer Protocol
Shared Parental Leave In Touch or SPLIT days	Shared Parental Leave In Touch days - optional paid days (max 20) that can be worked whilst absent on Shared Parental Leave.
Shared Parental Leave or SPL	Shared parental leave (SPL) is a statutory entitlement to flexible parental leave and pay, available to both parents on an equal basis.
Short message service or "SMS"	Text messaging service component of most telephone, Internet, and mobile device systems.
Short Term Fixed Appointments	A temporary appointment which is expected to last for a set duration or until the completion of a finite piece of work.
SI	Sensitive Information
Sickness Trigger Point	Used by the Authority to monitor sickness absence to highlight levels or patterns of sickness absence that require further attention, and to determine where and when action by managers (e.g. employee interview or review of absences) may be beneficial.
SIEM	Security Incident and Event Management
Single Operating Platform or "SOP"	One of the Authority's legacy ERP
Skills Framework	Provides key information on sector, career pathways, occupations/job roles, as well as existing and emerging skills required for the occupations/job roles.
SOC	Security Operations Centre
SOC2 (Type 2)	A SOC 2 Type 2 report is an internal controls report capturing how a company safeguards customer data and how well those controls are operating
Software as a Service or "SaaS"	Software provision - software licensing and delivery model in which software is licensed on a subscription basis and is centrally hosted.
Source to Contract or "S2C"	A collective set of procurement processes adopted when sourcing goods or services.
Source to Contract system	An eSourcing and contract management tool used by the Authority, but separate from the ERP, often called best of breed source to contract system.
SpAd or SPAD	Special Advisor
Special Leave	Special Leave is time off work which may be granted for a variety of reasons, and can be planned or unplanned, paid or unpaid.
Statutory Absence	Absences defined by statute, includes statutory annual leave, statutory maternity, statutory paternity and statutory adoption leave amongst others.
Statutory Adoption Leave and Pay	Ordinary Adoption Leave, Additional Adoption leave and statutory Adoption Pay for qualifying employees as defined by statute.
Statutory Maternity Leave and pay	Ordinary Maternity Leave, Additional Maternity leave and statutory Maternity Pay for qualifying employees as defined by statute.
Statutory Maternity Pay	Maternity pay value as defined by statute for eligible employees.
Statutory Parental Leave or "ShPL"	Parental leave is a statutory right for parents to take time off work to look after a child or make arrangements for the child's welfare.
Statutory Paternity Leave & Pay	Statutory Paternity Leave and Statutory Paternity Pay for qualifying employees as defined by statute.
Statutory Paternity Pay	Paternity pay value as defined by statute for eligible employees.
Success Profiles	Framework used during recruitment to assess behaviours, strengths, experience, ability and technical skills.
Sustained Improvement Period	A period following formal action to address sickness absence during which attendance is monitored for improvement.
Swagger Format	Swagger is an open specification for defining REST APIs. The Swagger document specifies the list of resources that are available in the REST API and the operations that can be called on those resources.

Talent Management	The process of recruiting, managing, assessing, developing and maintaining employees.
Talent Pool	Segmented data sets of resources using multiple criteria which may range from location, grade, gender, ethnicity, profession or any other information held in a worker's record
Technology Code of Practise	The Technology Code of Practice is a set of criteria to help government design, build and buy technology.
Term Time Only Working	Term Time working means that staff work only during school terms.
Test Strategy	The strategy to all testing activities and phases required but not necessarily all the details of execution
The SaaS ERP Vendor	The provider of the SaaS ERP system
The System Implementer	The supplier who is responsible for proposing the technology and the technology solution and specialises in bringing together component subsystems into a whole and ensuring that those subsystems function together.
Third Line Support	The most technically knowledgeable level of support for the Service System, responsible for the ultimate resolution of any issue that has not been closed by an earlier line of support.
TLS	Transport Layer Security - Encryption protocol that encrypts data sent over the Internet to ensure that eavesdroppers and hackers are unable to see what you transmit which is particularly useful for private and sensitive information such as passwords, credit card numbers, and personal correspondence
Transfer In	An employee joins the Authority from another Government department (OGD).
TU	Trade Union
TUPE	Transfer of Undertakings (Protection of Employment) Regulations
UK DPA	The Data Protection Act 2018 controls how your personal information is used by organisations, businesses or the Government. The Data Protection Act 2018 is the UK's implementation of the General Data Protection Regulation (GDPR).
United Nations Standard Product and Service Codes or "UNSPSC"	Open, global, multi-sector standard classification taxonomy of products and services.
Unplanned Leaver	Those leaving the Civil Service (other than through retirement).
Vendor	The commercial organisation that owns, maintains and develops the commercial ERP solution (or other technologies in scope) being implemented by the Supplier
Virtual Assistant	Functionality that responds to user interaction either via voice or typed commands. Commonly known as a 'chatbot'.
Voluntary Exit or VE	Employees may apply to Voluntarily Exit the Authority - this opportunity may be offered as part of a strategy to avoid compulsory redundancies.
VR	Voluntary Redundancy
WCAG	Web Content Accessibility Guidelines
Whistleblowing	<p>Whistleblowing is the process for raising a concern about a possible past, current or future wrongdoing in an organisation or group of people. In the Civil Service this includes reporting something that goes against the core values in the Civil Service Code i.e. integrity, honesty, objectivity, and impartiality.</p> <p>In the Civil Service employees are also encouraged to raise concerns through this process to report illegal activity, failure to meet legal obligations, threats to national security or actions that might cause danger to colleagues, the public or the environment. Employees can report a concern about something they feel is wrong in their own work area or elsewhere.</p>
Whole of Government Accounts or "WGA"	Whole of Government Accounts (WGA) consolidates the accounts of over 10,000 organisations across the public sector to produce a comprehensive, accounts-based and financial position of the UK public sector, with comparable data across entities. WGA is based on International Financial Reporting Standards (IFRS), the system of accounts used internationally by the private sector.
Work Schedule	The days per week and hours per day that comprises an employees work pattern.
Workforce Management	Workforce Management relates to ensuring that the organisation has the right people performing the correct job. Its focused on scheduling in order not to have staffing problems like understaffing or overstaffing.
Workforce Planning & Strategic Workforce Planning	Workforce planning is about aligning priorities and needs of the Authority with its employees so it can achieve all its goals, projections and objectives. It involves planning for the future. Planning for the future involves taking stock of your current workforce and attempting to predict any potential future gaps. This could be due to retirements or regular turnover. You might also find gaps if your company expands and you need to hire new people with different skills. Workforce planning tries to anticipate these gaps so that you can have a game plan ahead of time and aren't left playing catch up when an employee unexpectedly leaves.
Workplace Adjustment Passport or "WAP"	A document to record an employee's barriers at work and the physical and non-physical adjustments that can be used to overcome them. It is filled in by the employee and the line manager together and a copy should be kept by both parties. Workplace adjustments passports provide a record of an individual's agreed workplace adjustments. They are known as disability passports or reasonable adjustments
XML	Extensible Markup Language
Year-over-year or "YOY"	Method of evaluating two or more measured events to compare the results at one period with those of a comparable period on an annualised basis.

**APPENDIX 8**  
**DEPARTMENTAL VOLUMETRICS**




Summary figures

Phase	Description	Total # Users	Number of Orgs
RAP	All RAP depts and day 1 ALBs		
CU	All CU depts and day 1 ALBs		
CU	Additional CU likely day 1 ALBs		
ALB	All ALBs due to onboard later		
Add CO	Additional CO ALBs calculated above		
RAP/CU	No user ALBs		

Total		
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Phase	Description	Total # Users
1	RAP Departments and Child ALBS	
2	CU Departments and Child ALBS	
3	Future ALBs	

RAP Phase (Phase 1)


Dept	Description	Users	Perm Staff	Ratio
CO	Department size pre-MoG			
DCMS	Department size pre-MoG			
ex-BEIS	Department size pre-MoG			
DIT	Department size pre-MoG			

	Parent	Org	Users	Perm Staff	Ratio
1	CO	Government Property Agency (GPA)			
2	CO	Civil Service Commission (CSC)			
3	CO	Social Mobility Commission (SMC)			
4	CO	Committee on Standards in Public Life (CSPL)			
5	CO	Security Vetting Appeals Panel (SVAP)			
6	CO	Senior Salaries Review Body (SSRB)			
7	CO	House of Lords Appointment Commission (HOLAC)			
8	DSIT	Building Digital UK (BDUK)			
9	DSIT	UK Space Agency (UKSA)			
10	DESNEZ	Climate Change Committee (CCC)			
11	DBT	Trade Remedies Authority (TRA)			
12	DBT	Insolvency Service (INSS)			

#### CU Phase (Phase 2)

Dept	Description	Users	Perm Staff	Ratio
HMT	Core department			
DfE	Core department, workday			
DfE	Business Central			
AGO	Core department			
DHSC	Core department			

	Parent	Org	Users	Perm Staff	Ratio
13	HMT	Government Internal Audit Agency (GIAA)			
14	HMT	National Infrastructure Commission (NIC)			
15	HMT	UK Debt Management Office (UK DMO)			
16	HMT	Office for Budget Responsibility (OBR)			
17	HMT	UK Government Investments (UKGI)			
18	DfE	Education and Skills Funding Agency (ESFA)			
19	DfE	Standards and Testing Agency (STA)			
20	DfE	Teaching Regulation Agency (TRA)			

	Parent	Org	Users	Perm Staff	Ratio
21	DfE	Ofqual			
22	DfE	Ofsted			

(Phase 3 -)Additional ALB Phases

[REDACTED]

[REDACTED]

[REDACTED]

	Parent	Org	Users	Perm Staff	Ratio
1	DSIT	Intellectual Property Office	[REDACTED]	[REDACTED]	[REDACTED]
2	DSIT	Met Office	[REDACTED]	[REDACTED]	[REDACTED]
3	DSIT	Advanced Research and Invention Agency	[REDACTED]		[REDACTED]
4	DSIT	Information Commissioner's Office	[REDACTED]		[REDACTED]
5	DSIT	UK Research and Innovation	[REDACTED]		[REDACTED]
6	DSIT	UK Shared Business Services Ltd	[REDACTED]		[REDACTED]
7	DESNZ	Civil Nuclear Police Authority	[REDACTED]		[REDACTED]
8	DESNZ	Coal Authority	[REDACTED]		[REDACTED]
9	DESNZ	North Sea Transition Authority	[REDACTED]		[REDACTED]
10	DESNZ	Nuclear Decommissioning Authority	[REDACTED]		[REDACTED]
11	DESNZ	Salix Finance Ltd	[REDACTED]		[REDACTED]
12	DESNZ	UK Atomic Energy Authority	[REDACTED]		[REDACTED]
13	DESNZ	Ofgem	[REDACTED]		[REDACTED]
14	DESNZ	Committee on Fuel Poverty	[REDACTED]		[REDACTED]
15	DESNZ	Great British Nuclear	[REDACTED]		[REDACTED]
16	DESNZ	Low Carbon Contracts Company	[REDACTED]		[REDACTED]
17	DBT	Regulatory Policy Committee	[REDACTED]		[REDACTED]
18	DBT	Competition and Markets Authority	[REDACTED]		[REDACTED]
19	DBT	Companies House	[REDACTED]	[REDACTED]	[REDACTED]
20	DBT	Advisory, Conciliation and Arbitration Service	[REDACTED]	[REDACTED]	[REDACTED]
21	DBT	Competition Service	[REDACTED]		[REDACTED]
22	DBT	Small Business Commissioner	[REDACTED]		[REDACTED]
23	CO	UK Statistics Authority	[REDACTED]	[REDACTED]	[REDACTED]
24	CO	Crown Commercial Service	[REDACTED]	[REDACTED]	[REDACTED]
25	CO	Equality and Human Rights Commission	[REDACTED]		[REDACTED]

26	DCMS	The Charity Commission				
27	DCMS	The National Archives				
28	DCMS	Arts Council England				
29	DCMS	British Film Institute				
30	DCMS	British Library				
31	DCMS	British Museum				
32	DCMS	Gambling Commission				
33	DCMS	Museum of the Home				
34	DCMS	Historic England				
35	DCMS	Horniman Public Museum and Public Park Trust				
36	DCMS	Horse Race Betting Levy Board				
37	DCMS	Imperial War Museum				
38	DCMS	National Gallery				
39	DCMS	National Heritage Memorial Fund				
40	DCMS	The National Lottery Community Fund				
41	DCMS	National Museums Liverpool				
42	DCMS	National Portrait Gallery				
43	DCMS	Natural History Museum				
44	DCMS	Royal Armouries Museum				
45	DCMS	Royal Museums Greenwich				
46	DCMS	Science Museum Group				
47	DCMS	Sir John Soane's Museum				
48	DCMS	Sport England				
49	DCMS	Sports Grounds Safety Authority				
50	DCMS	Tate				
51	DCMS	UK Anti-Doping				
52	DCMS	UK Sport				
53	DCMS	Victoria and Albert Museum				
54	DCMS	VisitBritain				
55	DCMS	VisitEngland				
56	DCMS	Wallace Collection				
57	DCMS	The Theatres Trust				
58	DfE	Institute for Apprenticeships and Technical Education				
59	DfE	Office of the Children's Commissioner				
60	DHSC	Medicines and Healthcare products Regulatory Agency				
61	DHSC	UK Health Security Agency				
62	AGO	Crown Prosecution Service				
63	AGO	Government Legal Department				
64	AGO	Serious Fraud Office				
65	HMT	Government Actuary's Department				
66	HMT	NS&I				
67	HMT	Reclaim Fund Ltd				

[REDACTED]

[REDACTED]

ALB	FTE	Adj Factor	Users
Stats Auth	[REDACTED]	[REDACTED]	[REDACTED]
CCS	[REDACTED]	[REDACTED]	[REDACTED]
EHRC	-	[REDACTED]	

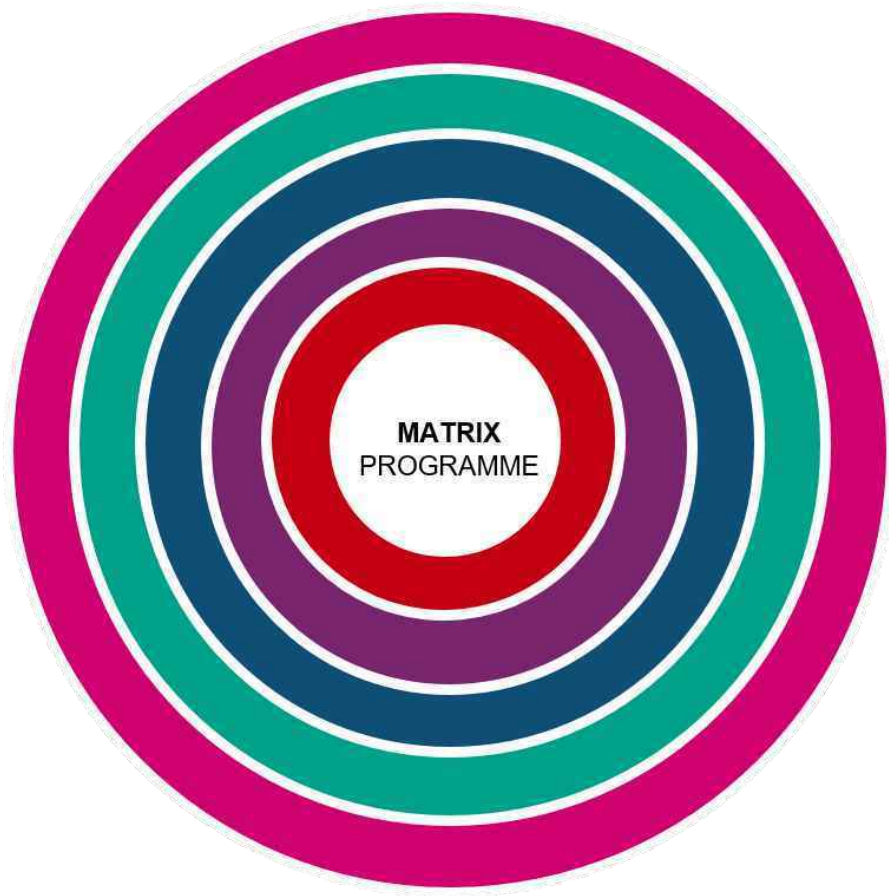
[REDACTED]

[REDACTED]

[REDACTED]

	Dept	ALB
1	DESNZ	Committee on Radioactive Waste Management
2	DESNZ	Electricity Settlements Company
3	CO	Office of the Leader of the House of Commons
4	CO	Office of the Leader of the House of Lords
5	DCMS	The Advisory Council on National Records and Archives
6	DCMS	Treasure Valuation Committee
7	DCMS	The Reviewing Committee on the Export of Works of Art and Objects of Cultural Interest
8	DBT	Low Pay Commission

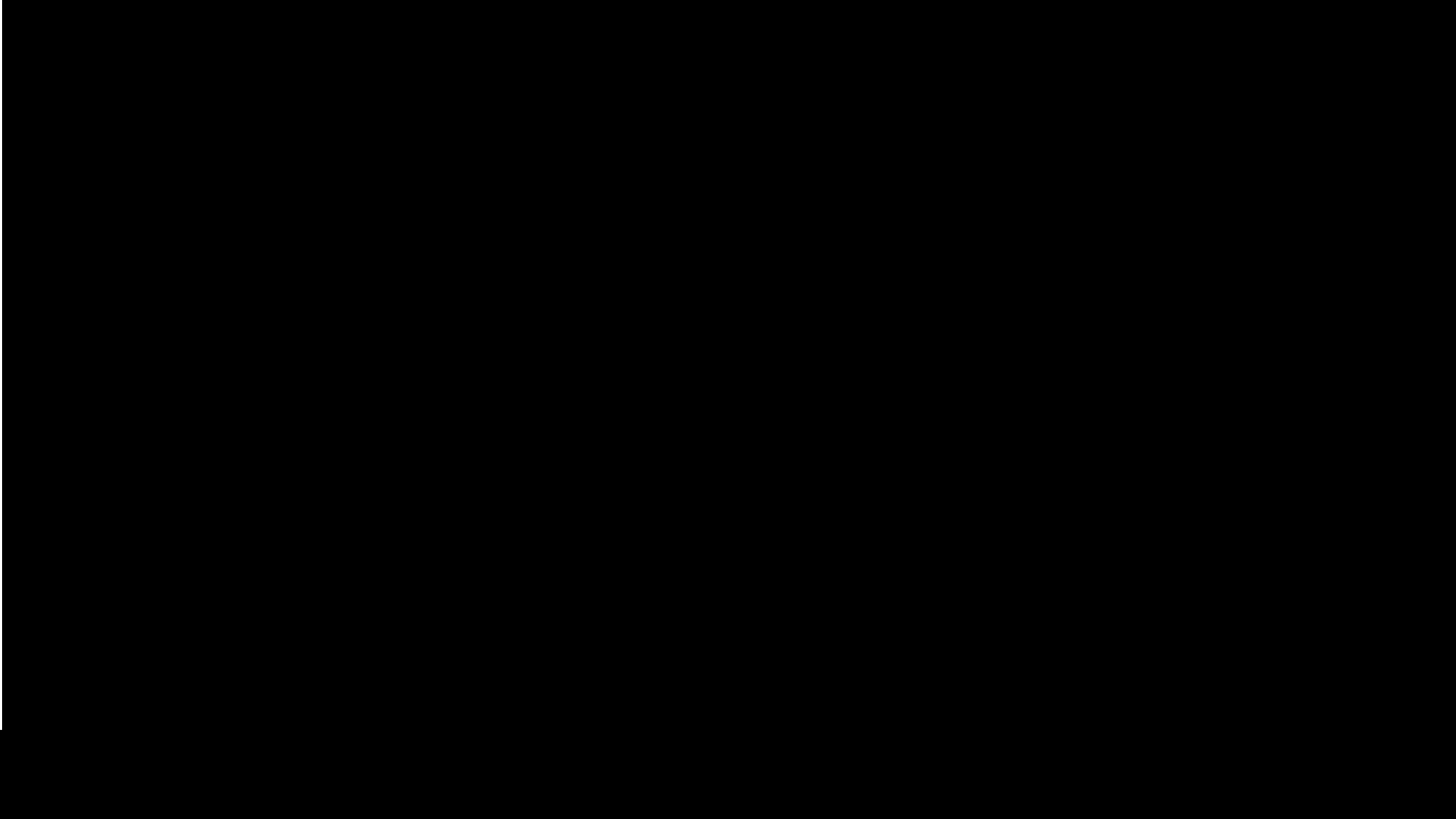
**APPENDIX 9**  
**ENTITIES RELEVANT FOR FINANCE PROCESSES AND PAYROLL**



## **RAP Entities Relevant to SIs**

### **A finance perspective**

13th March 2024













**APPENDIX 10**  
**CLOUD SECURITY FRAMEWORK**



























**APPENDIX 11**  
**DATA MIGRATION STRATEGY**

















































































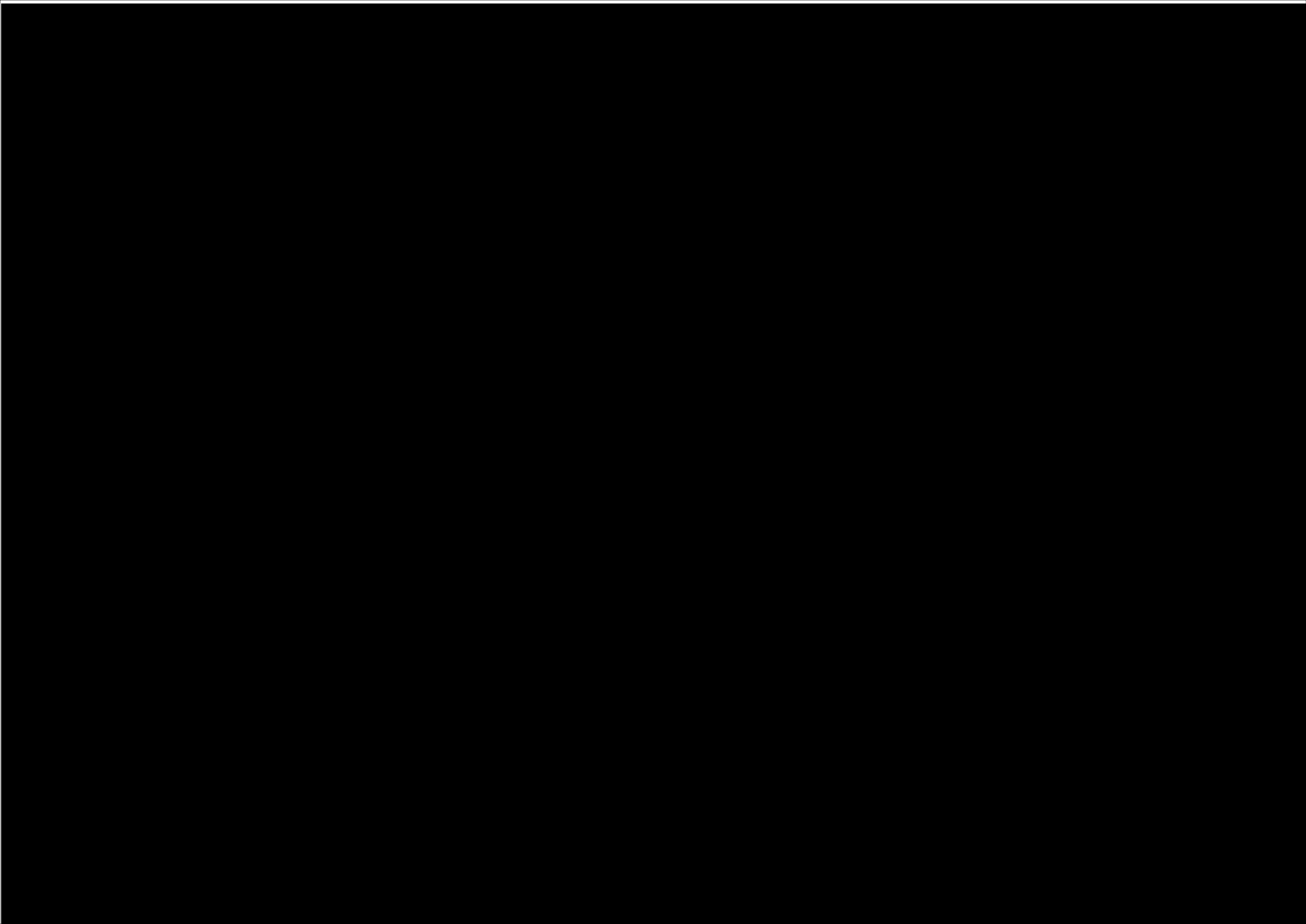






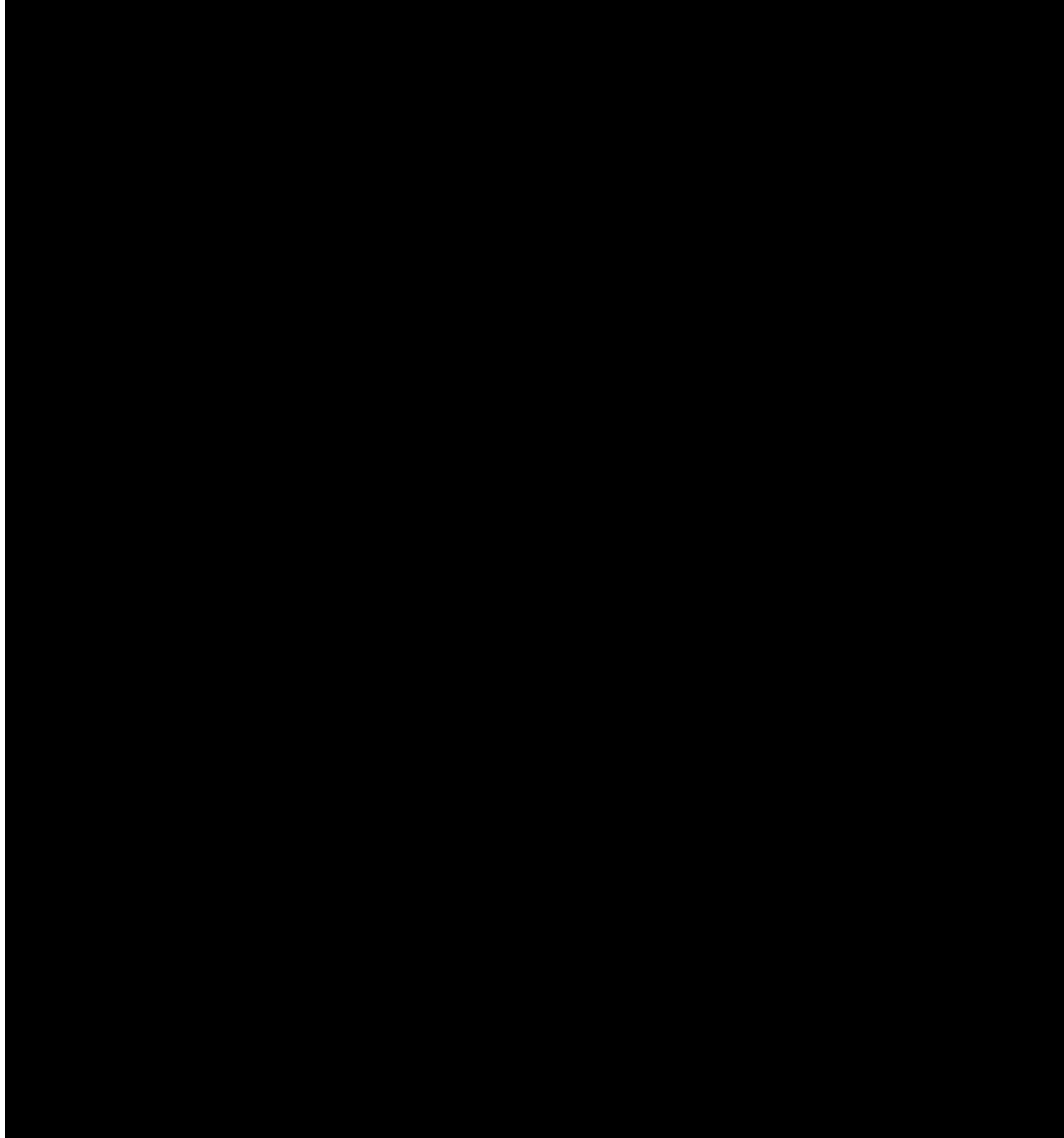


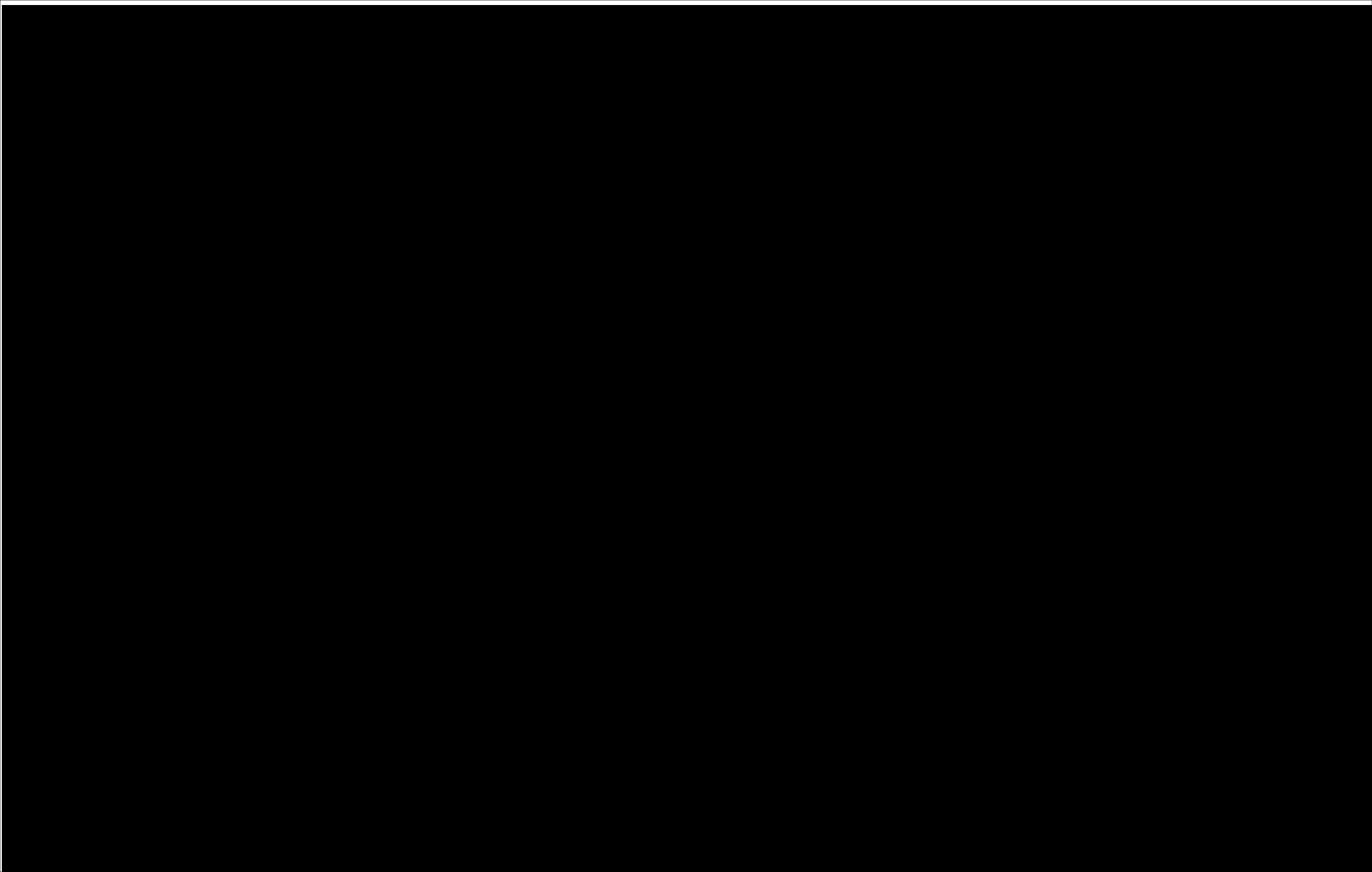
**APPENDIX 12**  
**BLUEPRINTING OUTPUTS**

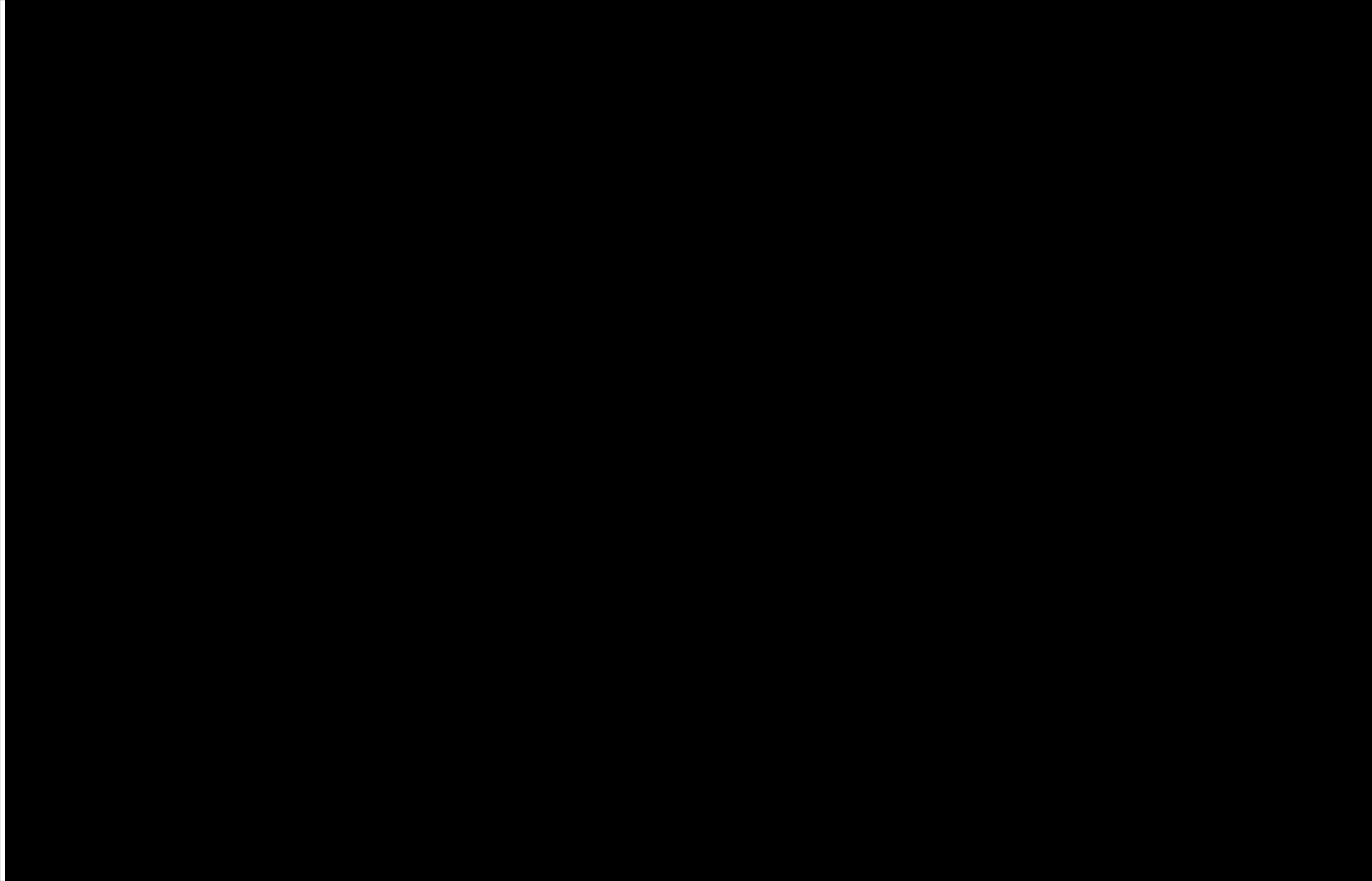






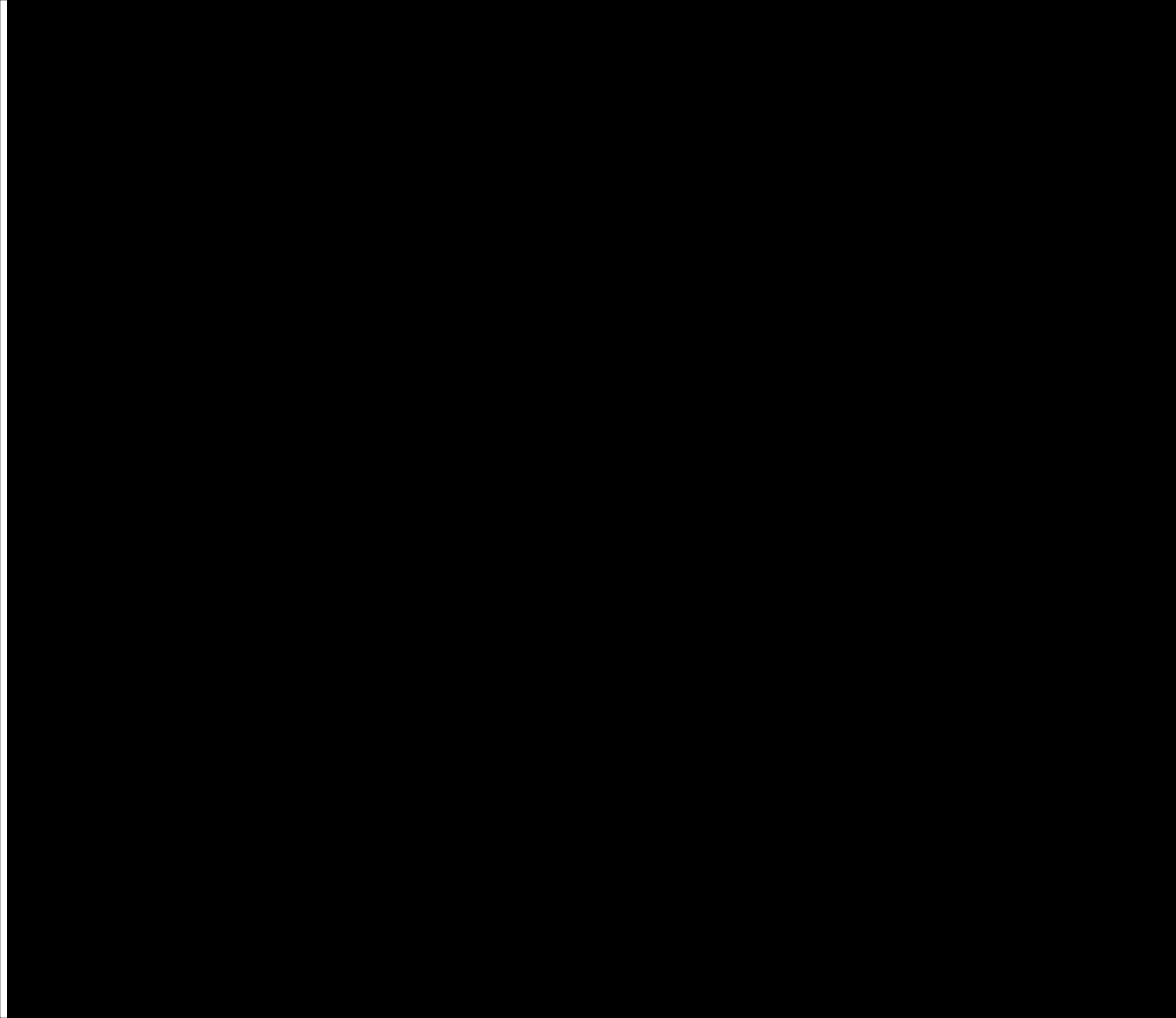


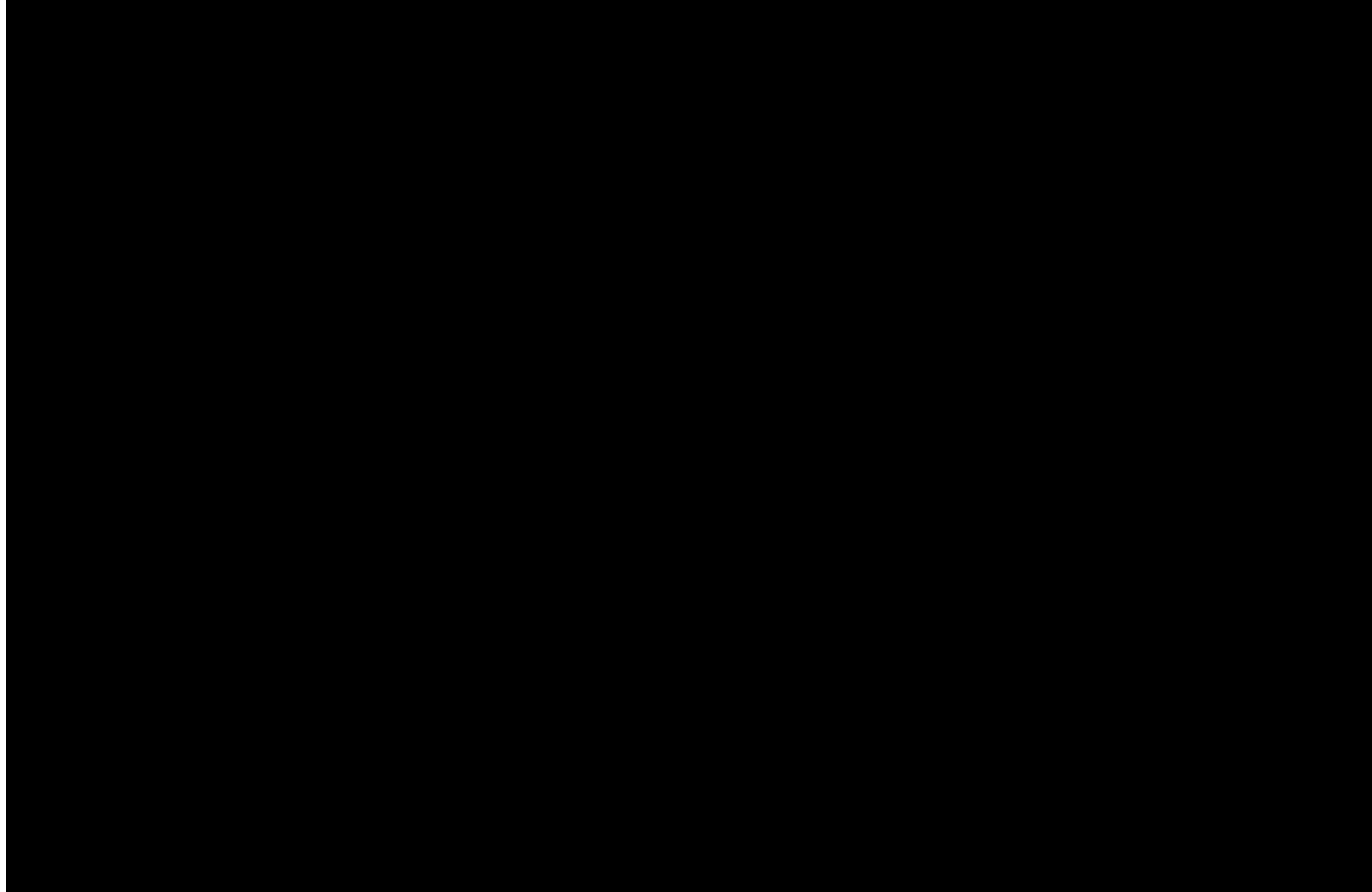


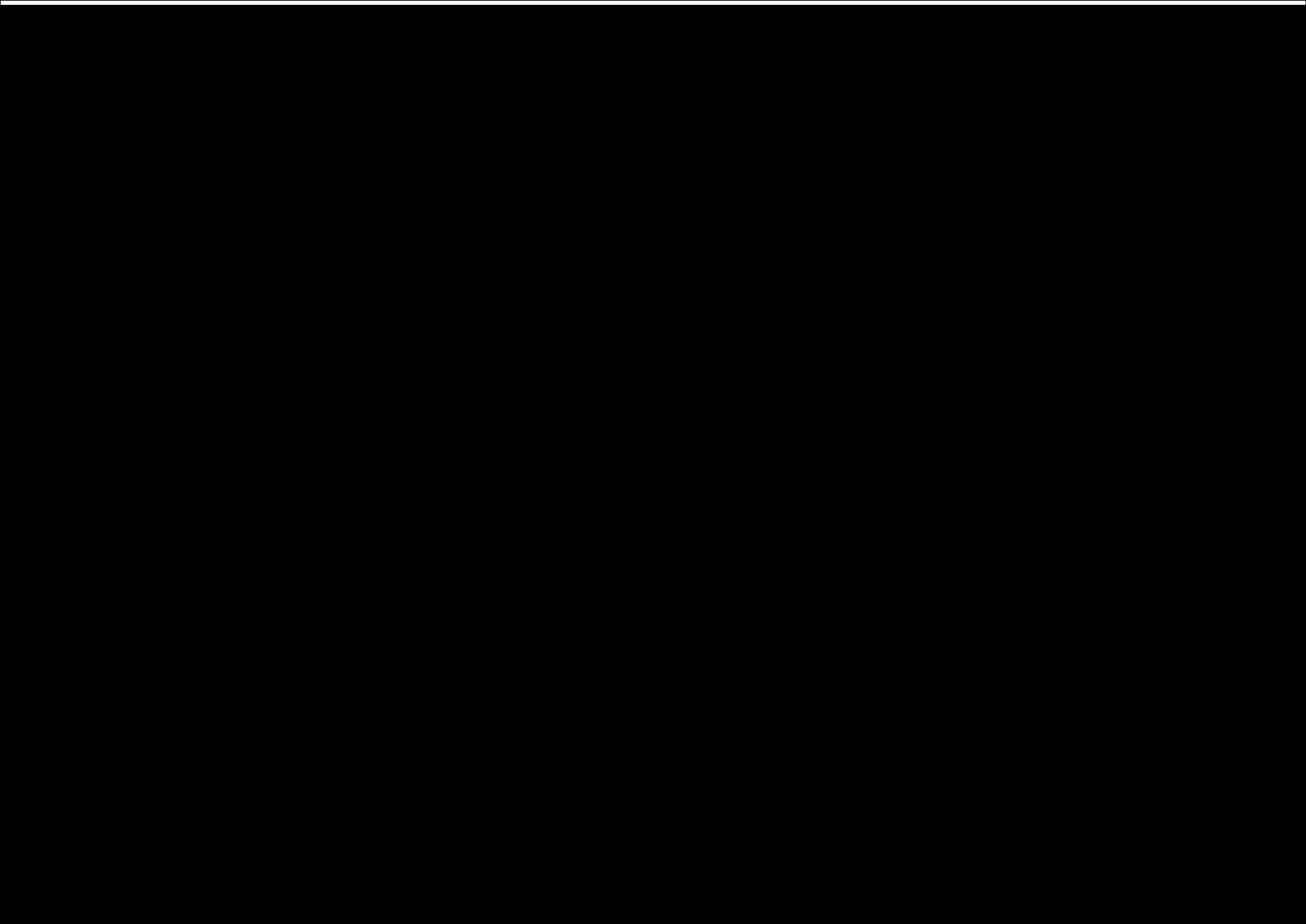


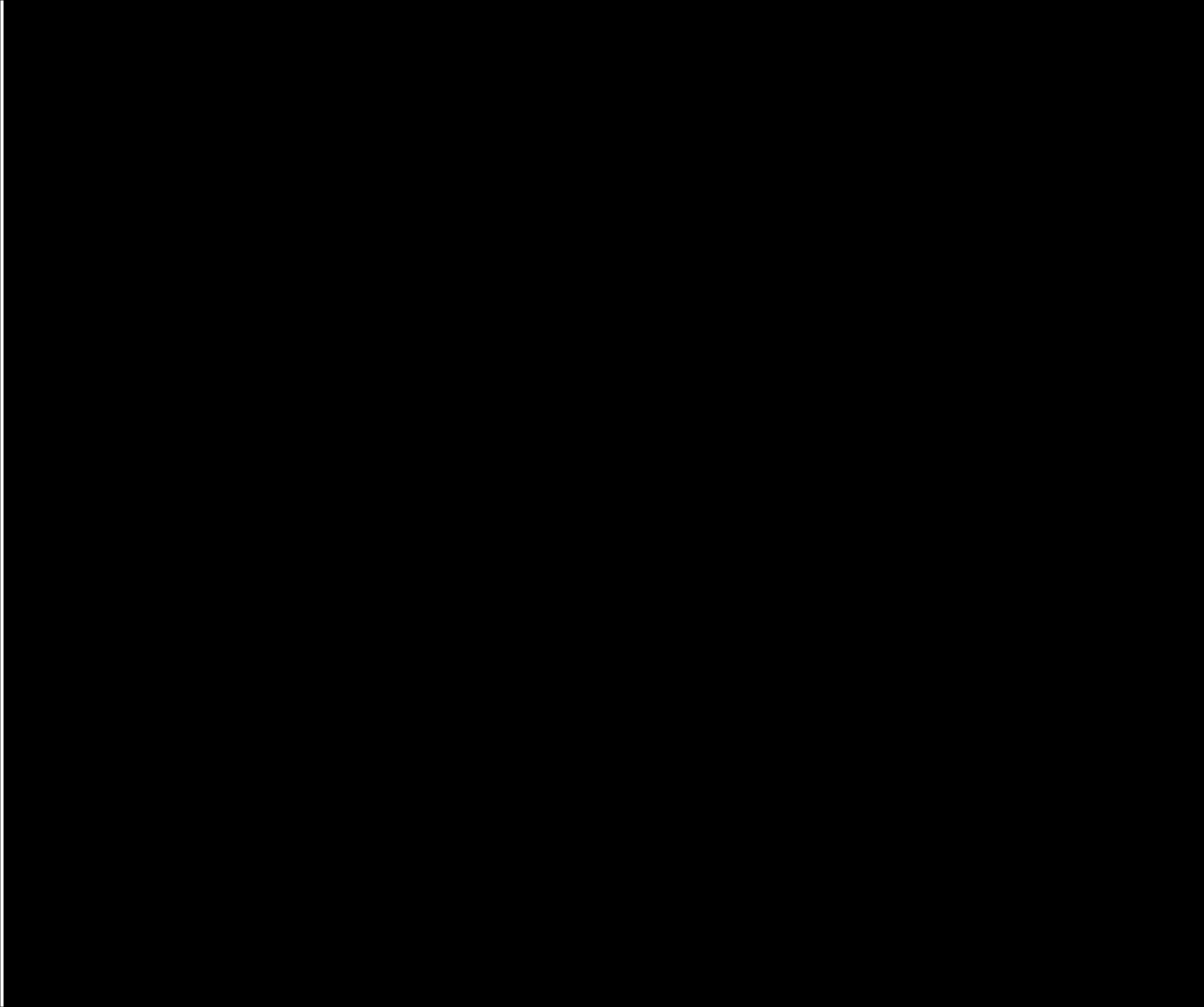






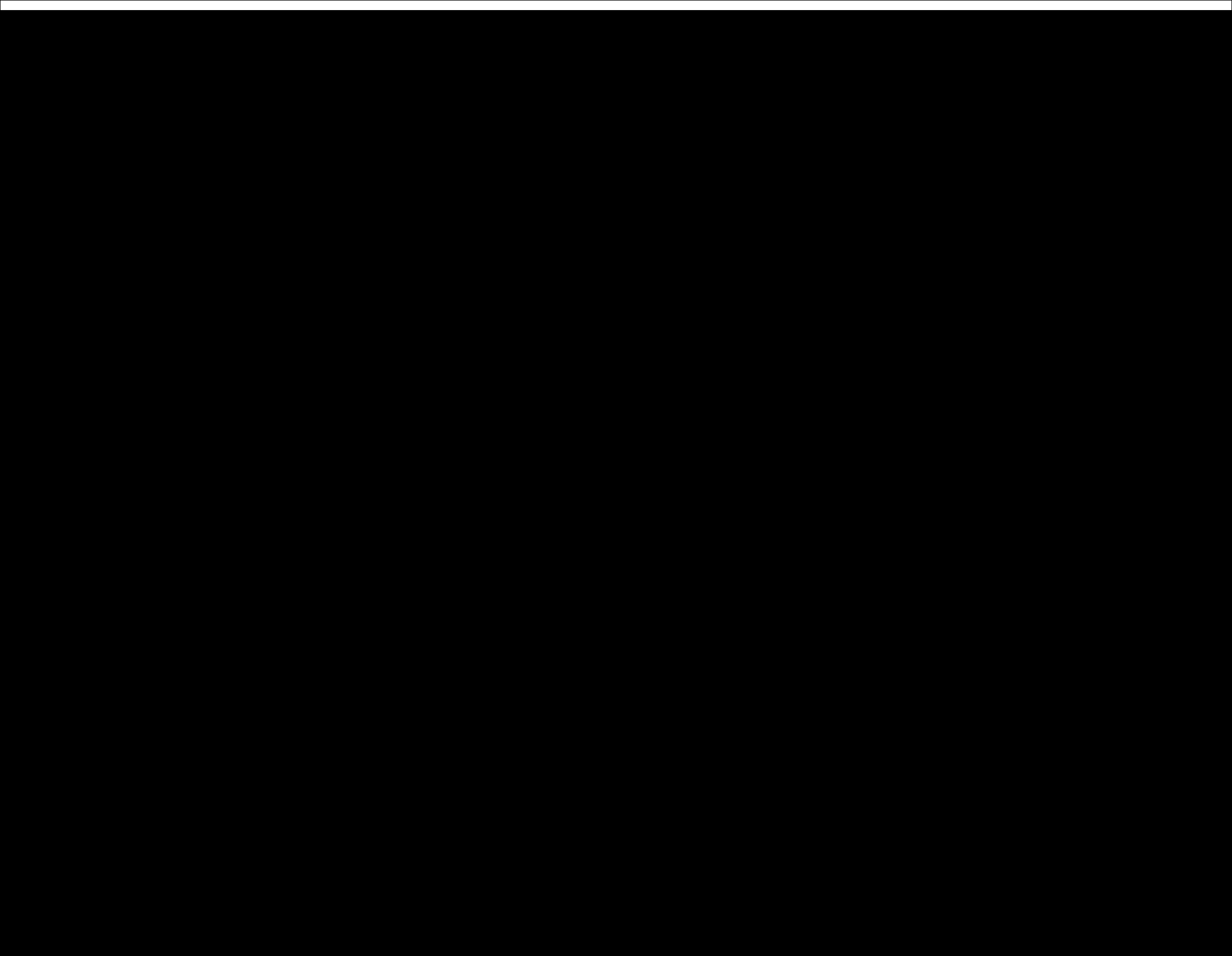






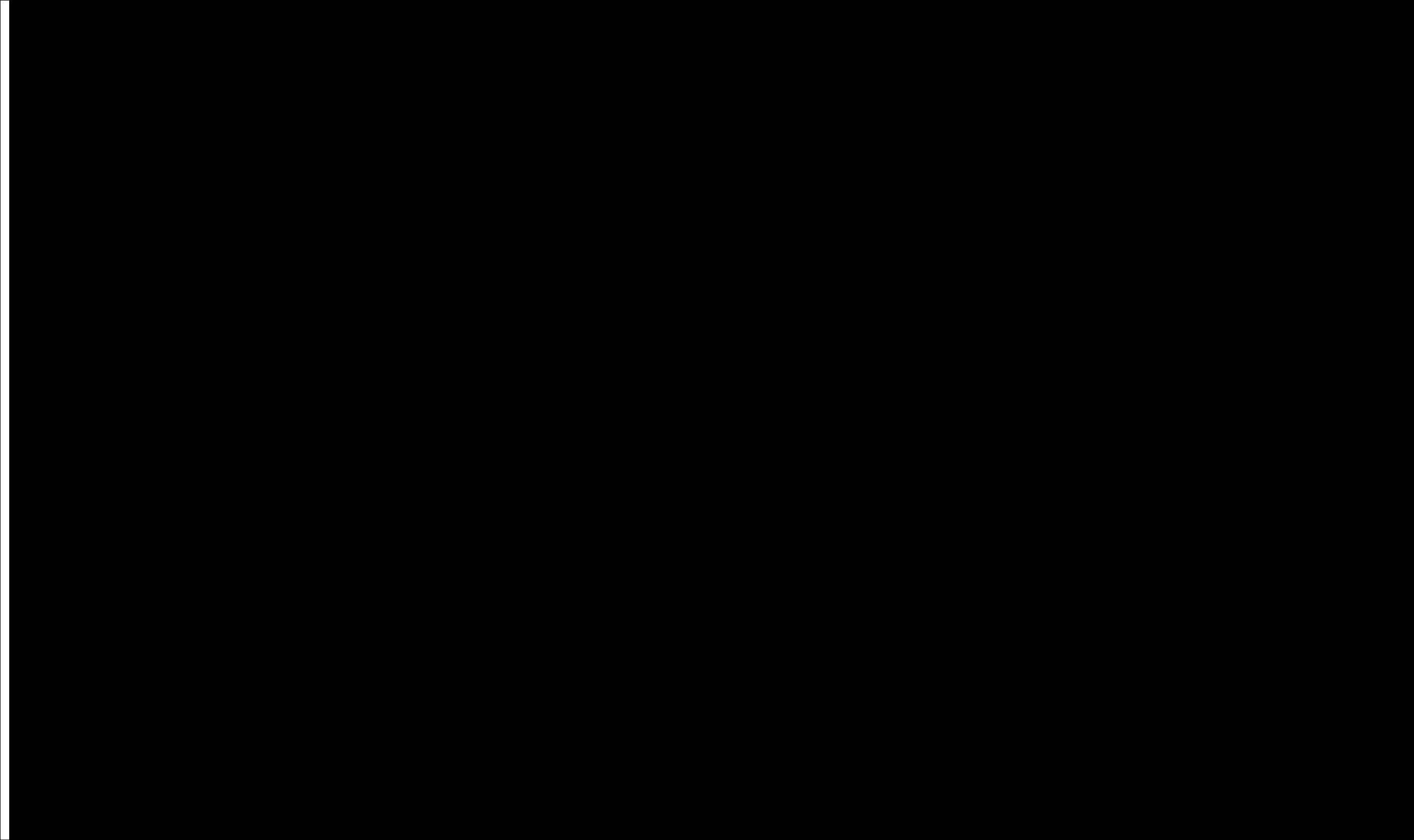




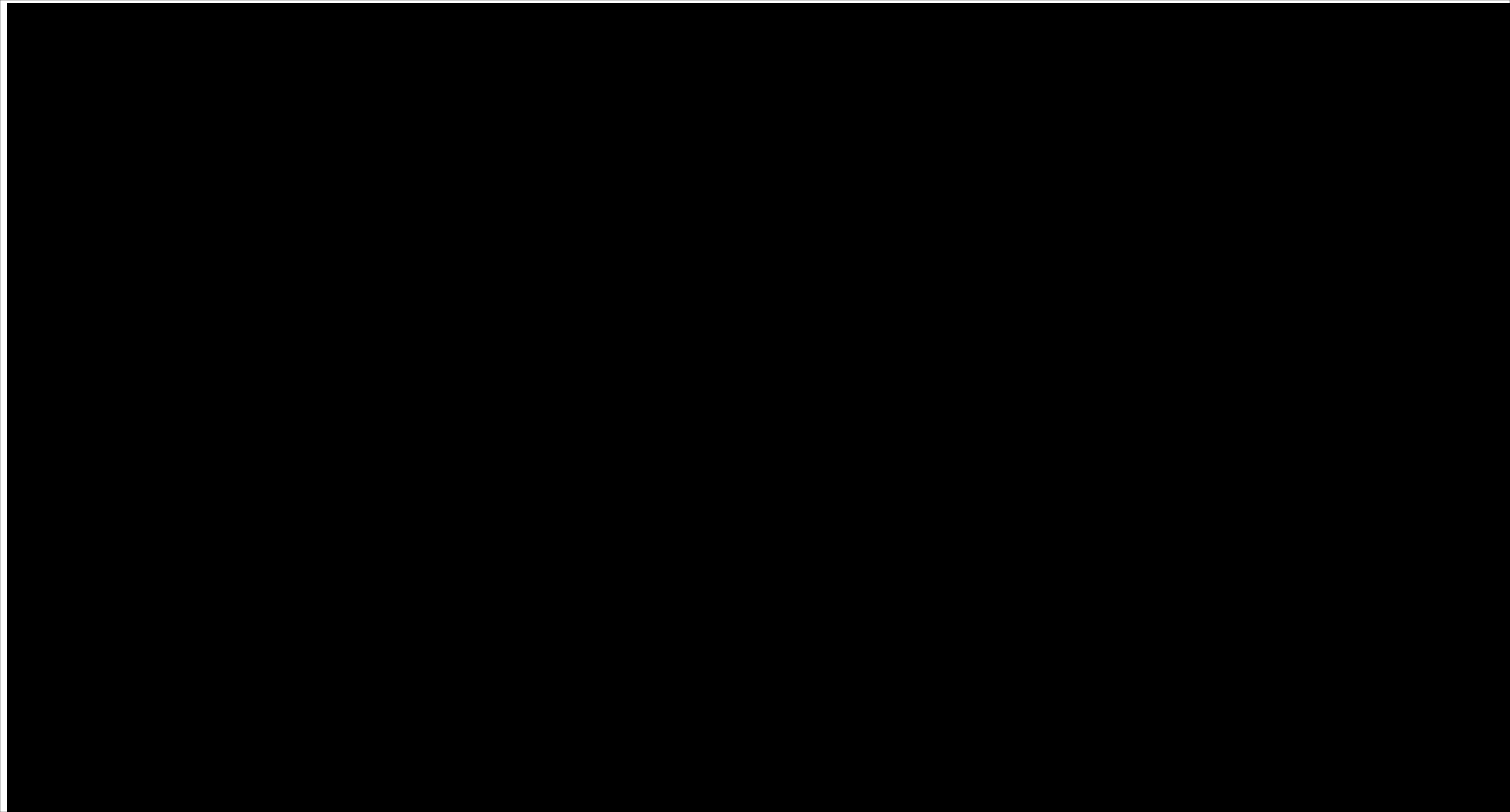


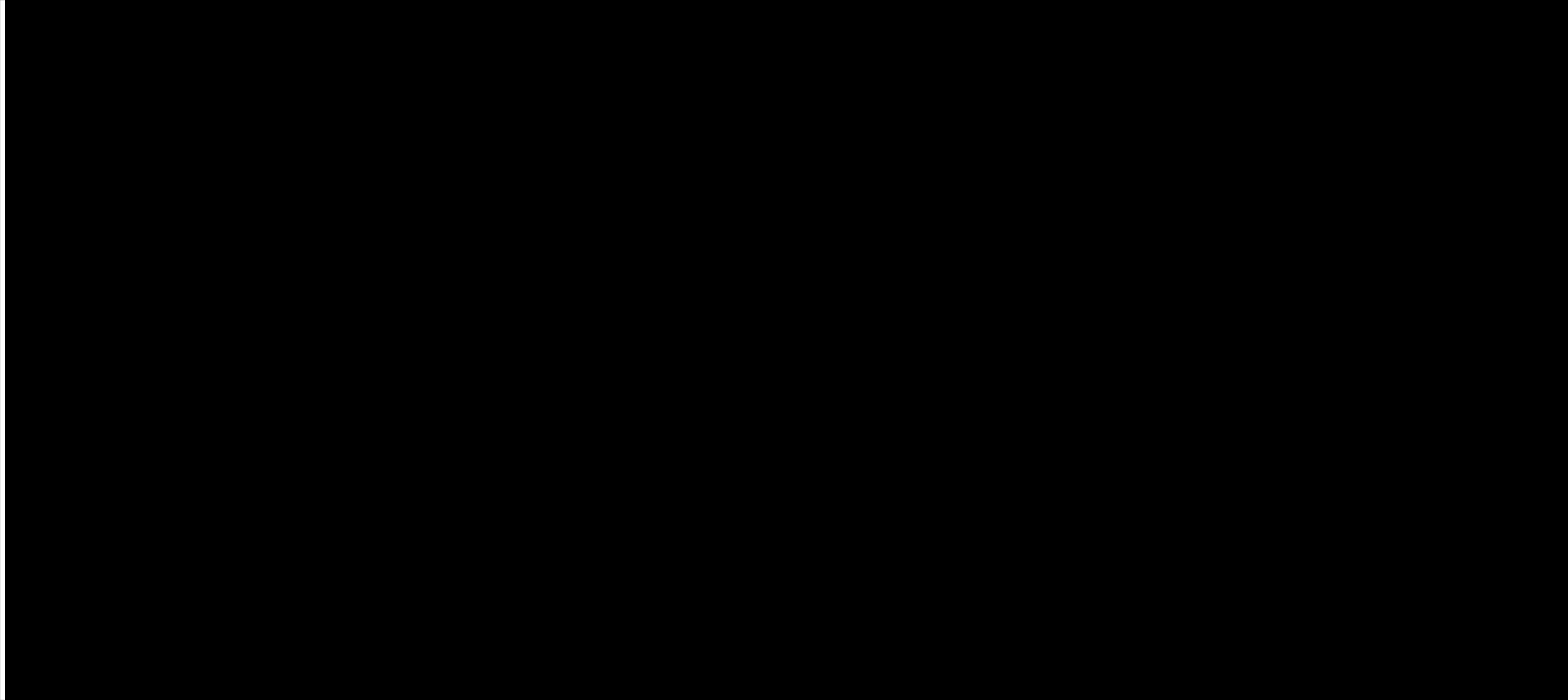




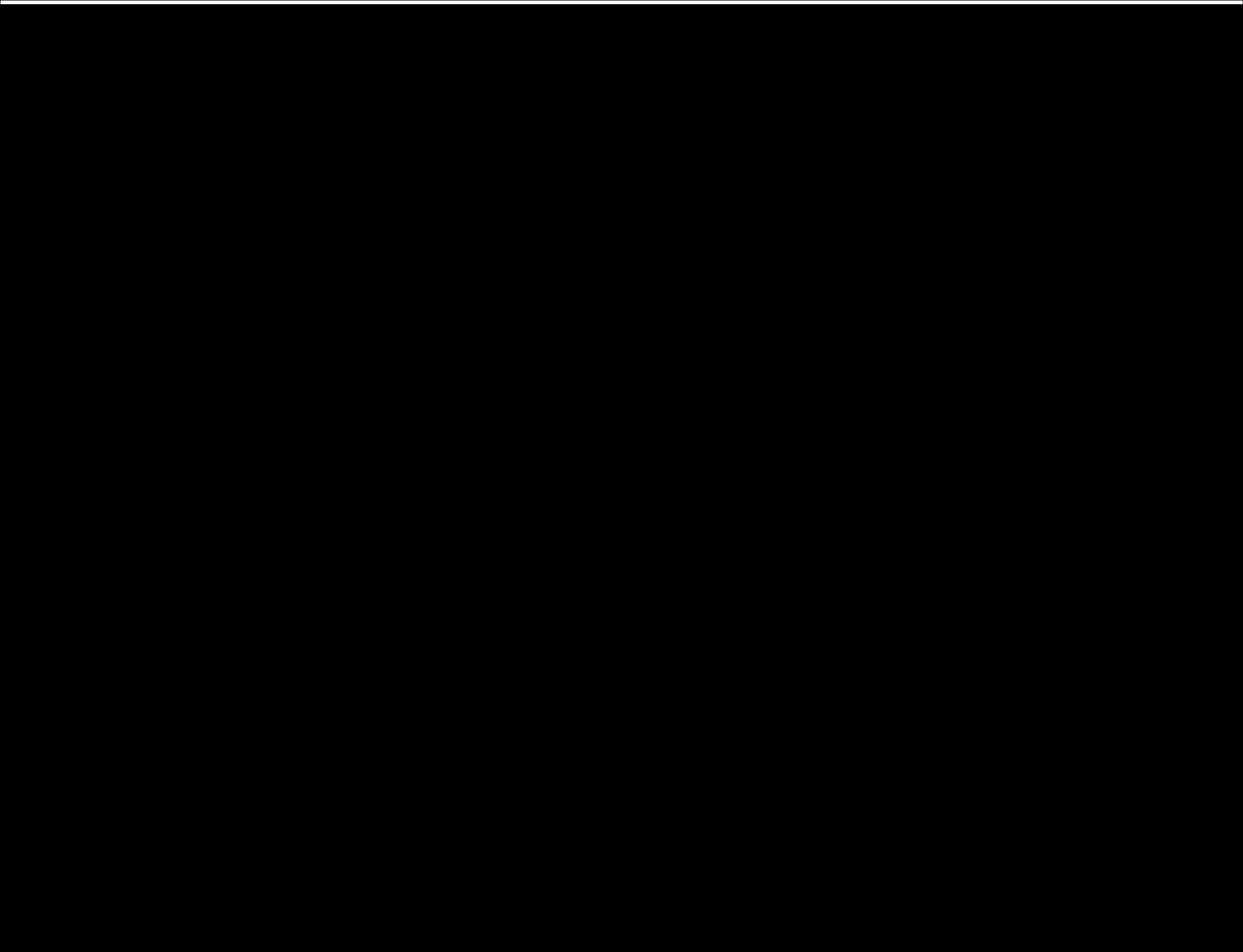


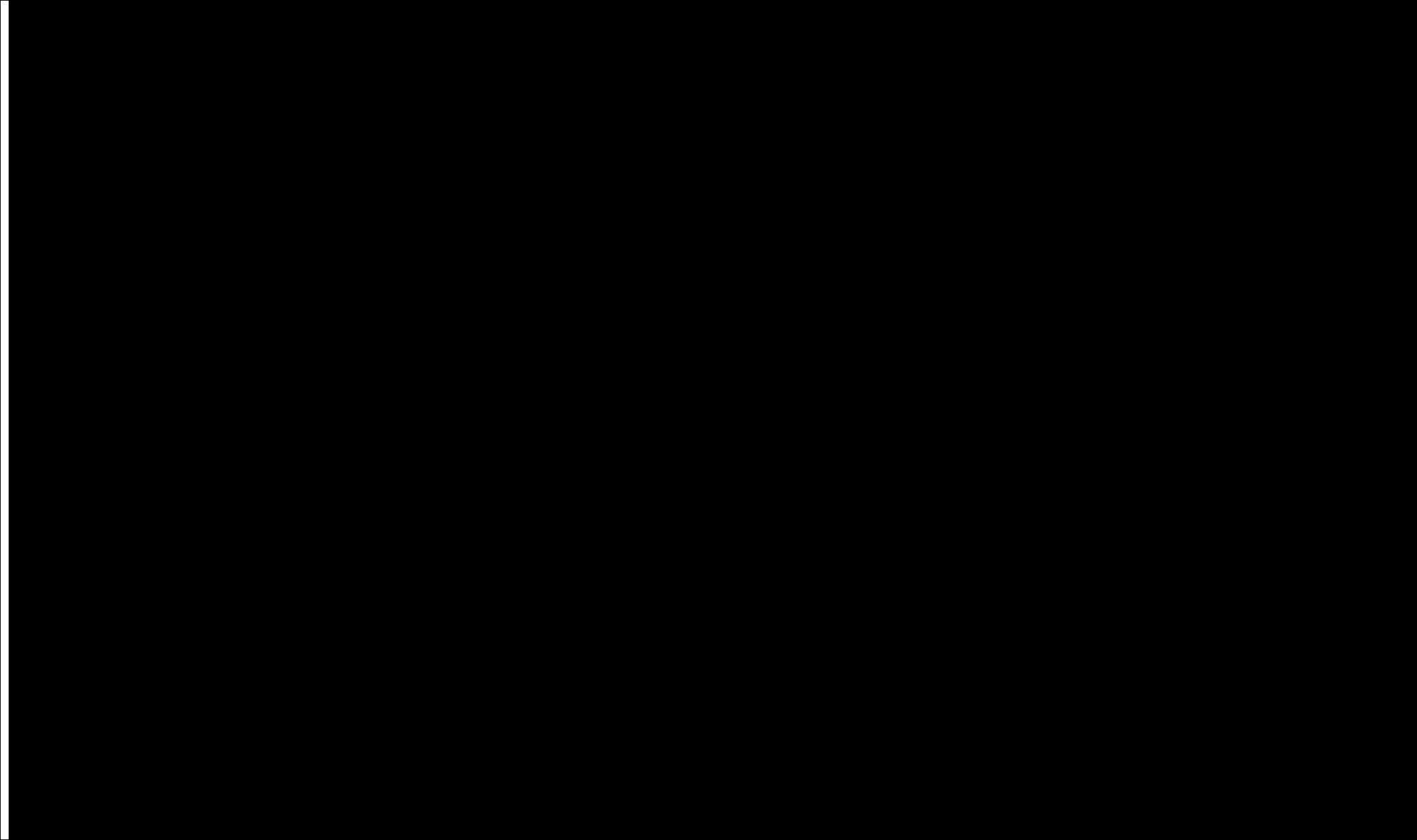






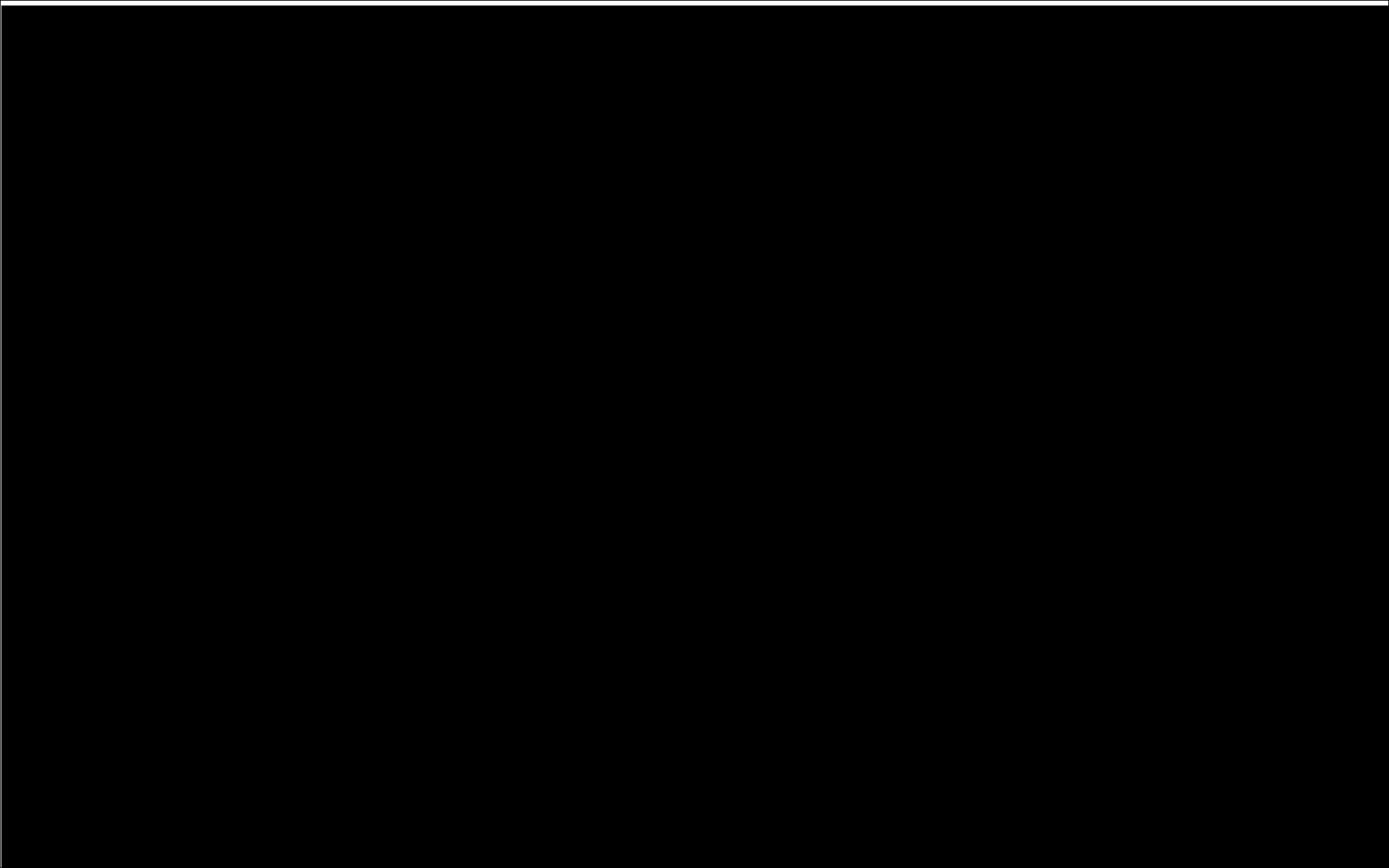








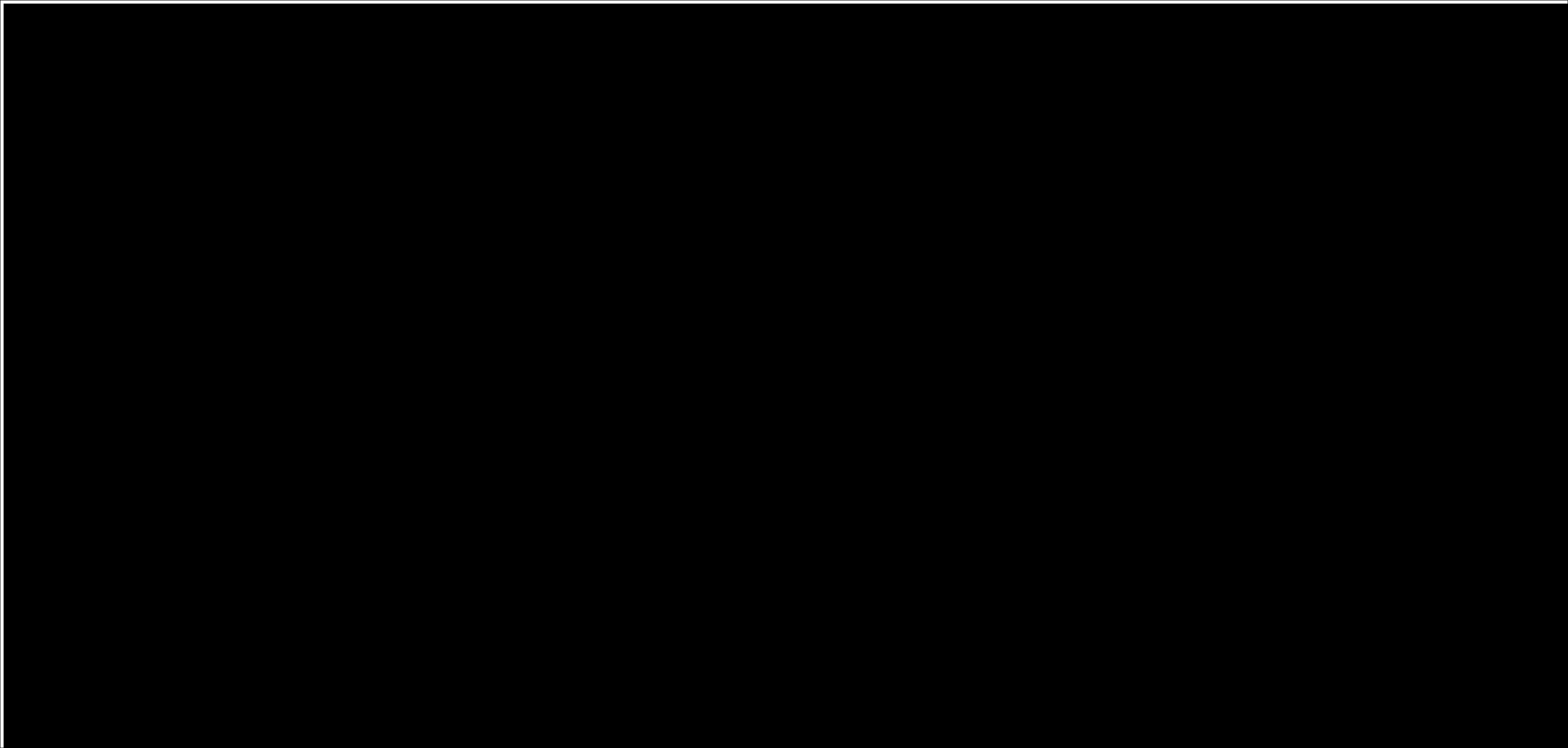






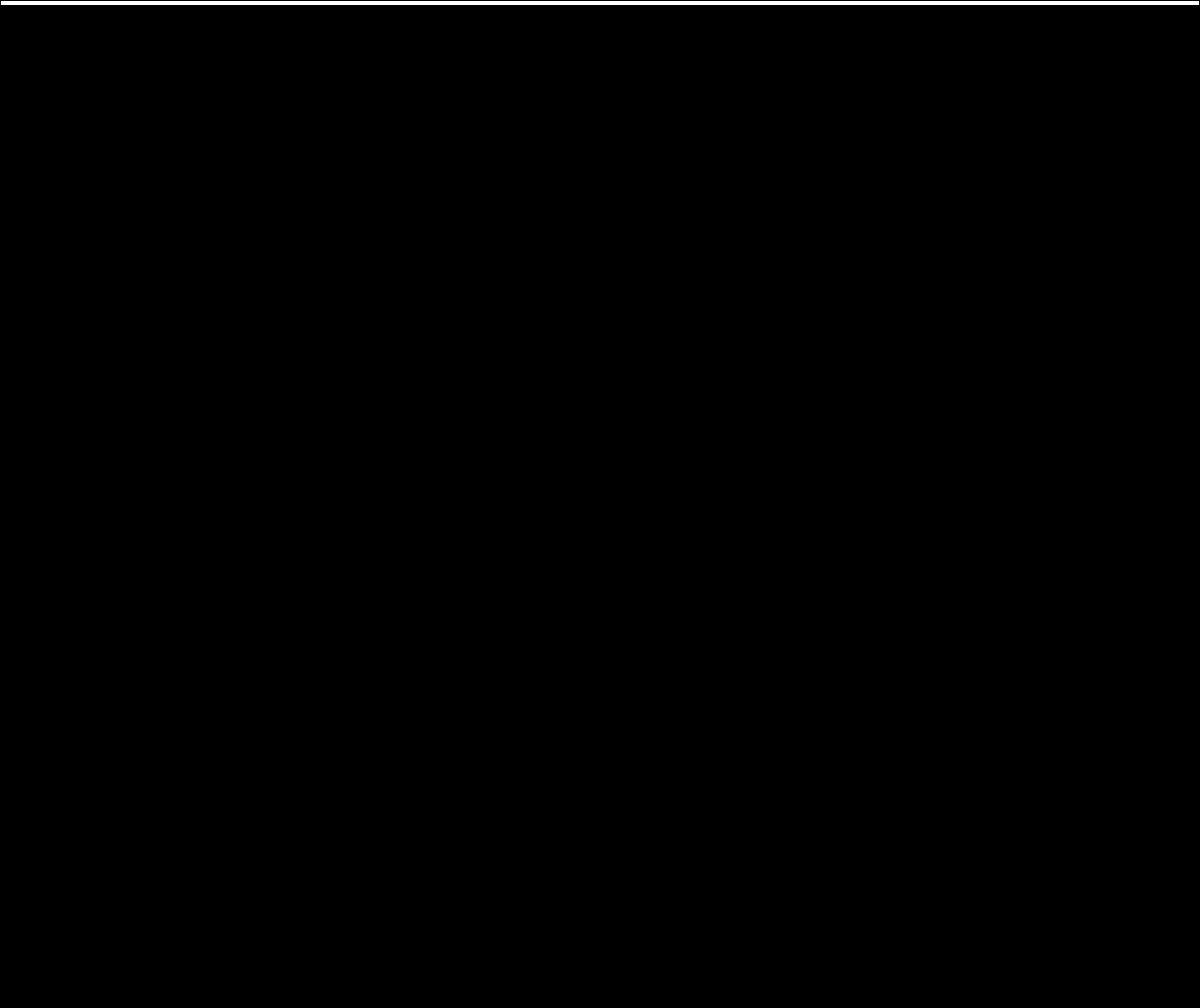




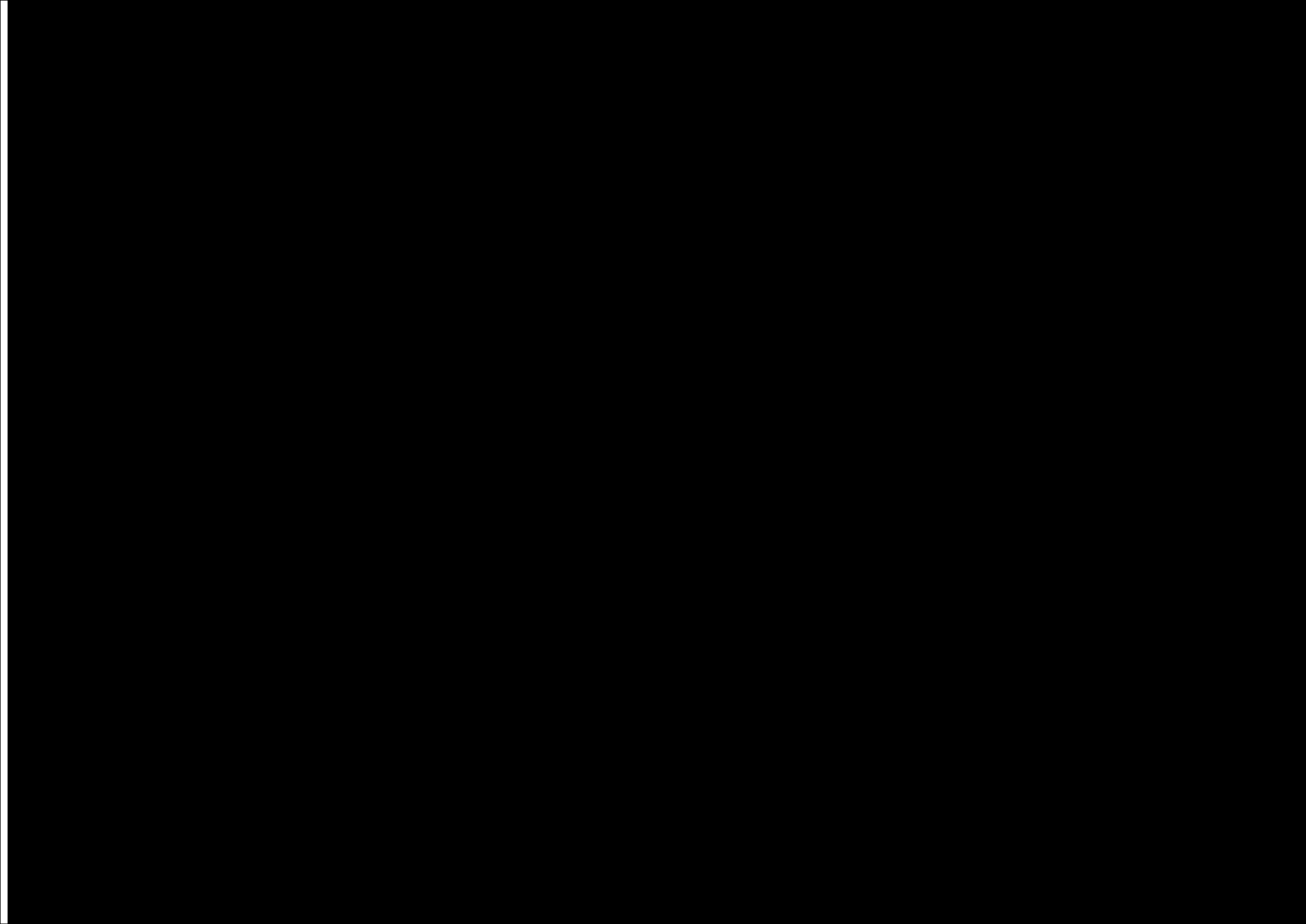


















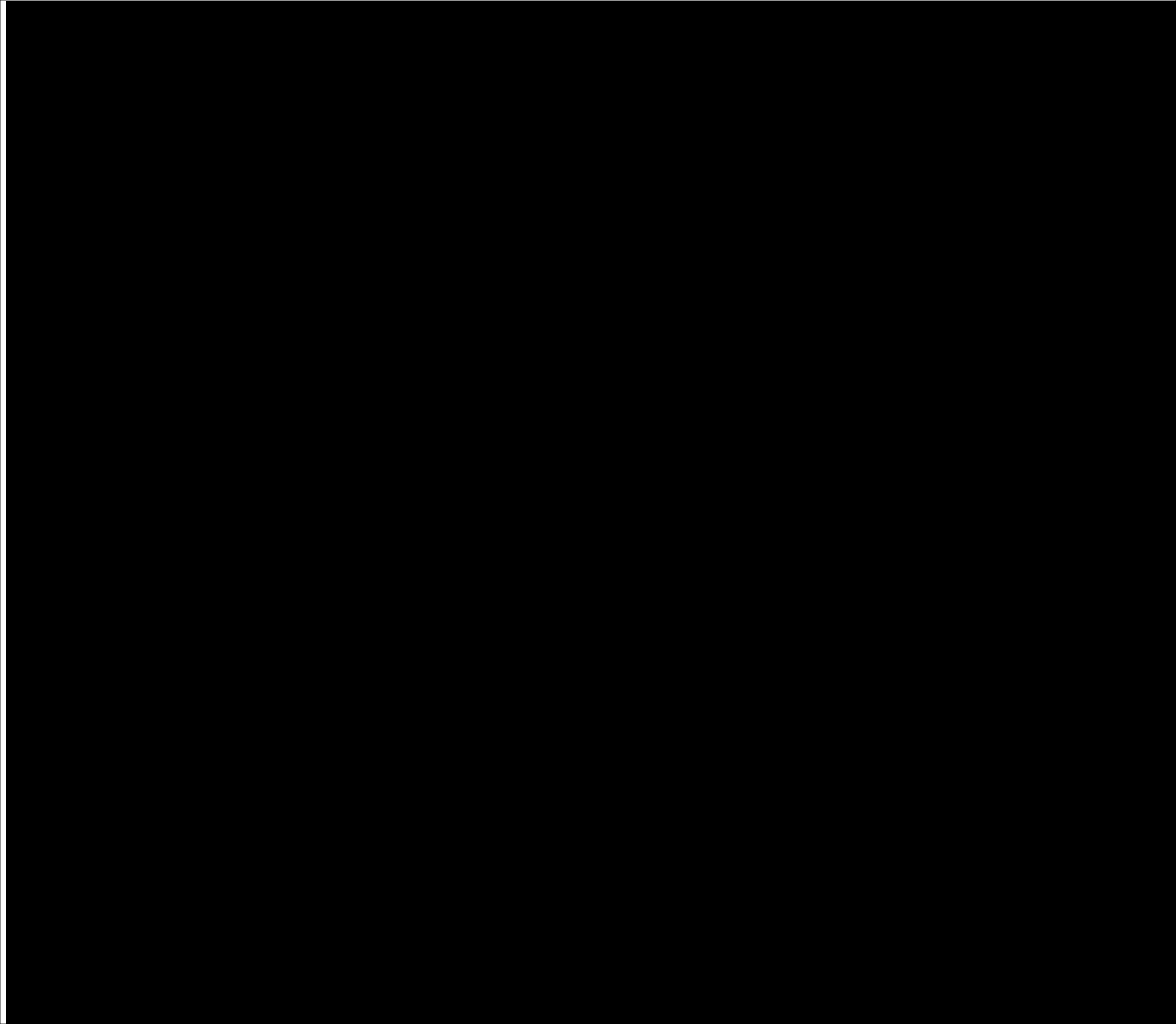










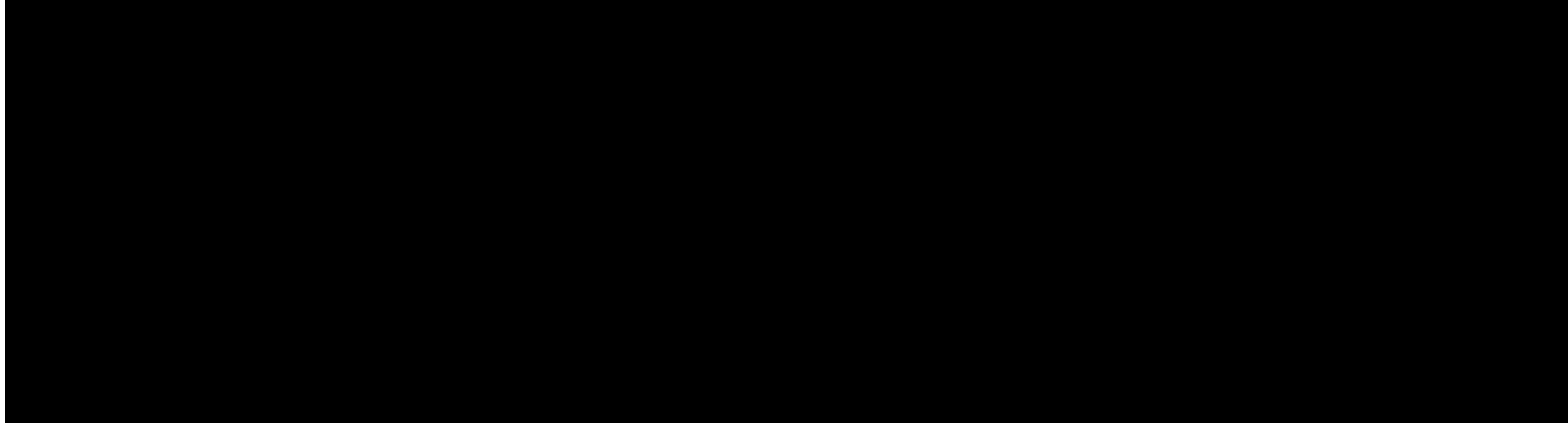








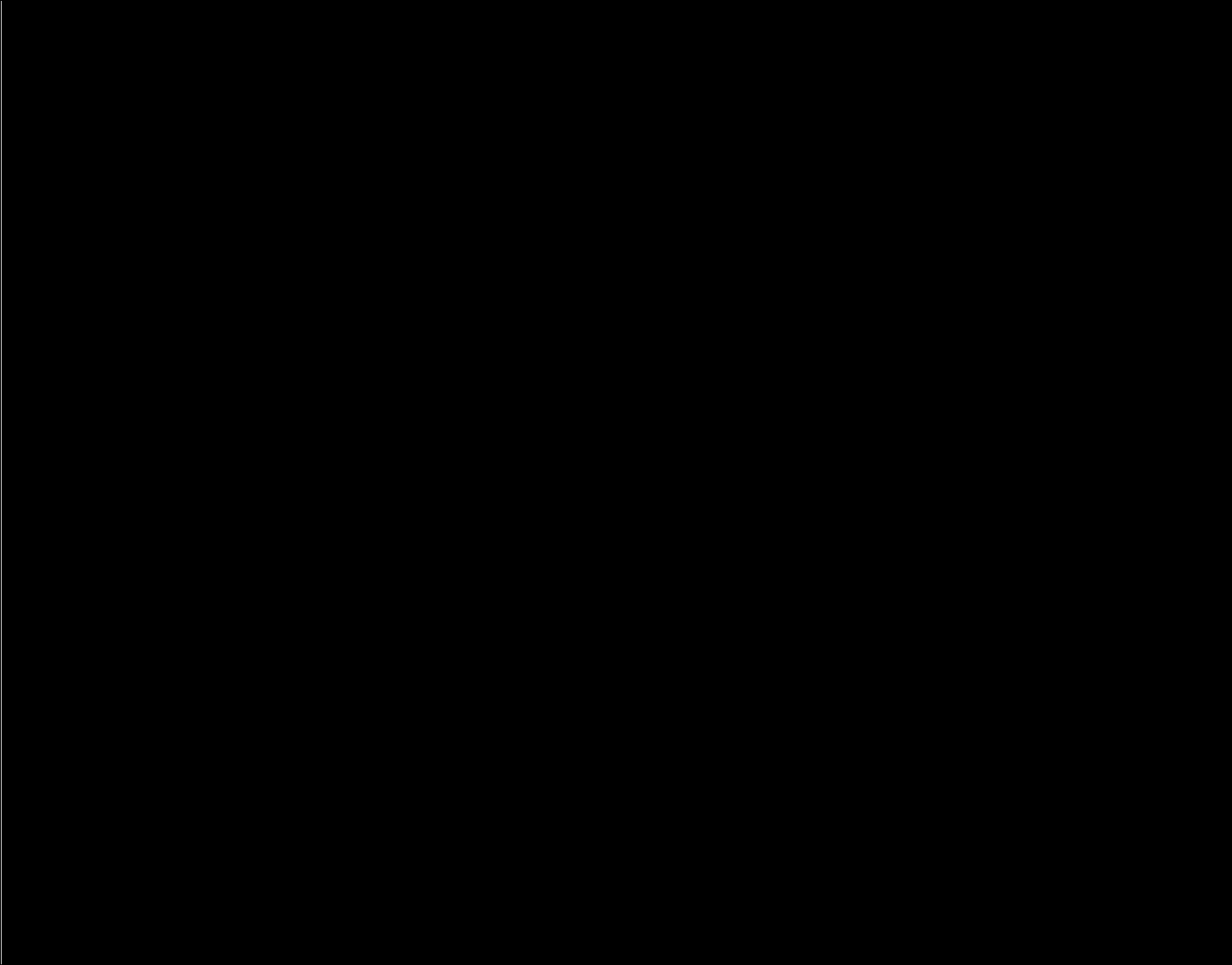


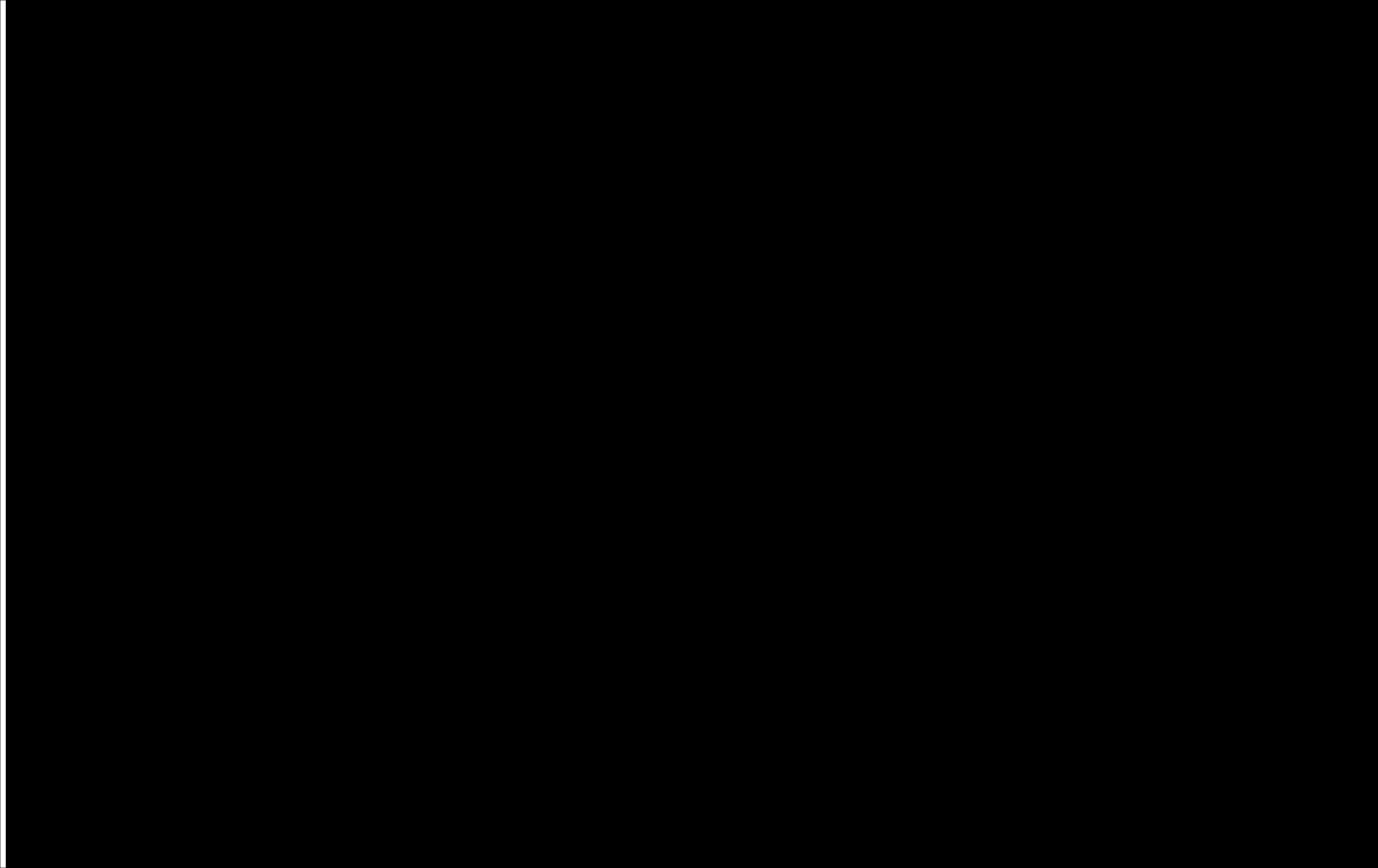


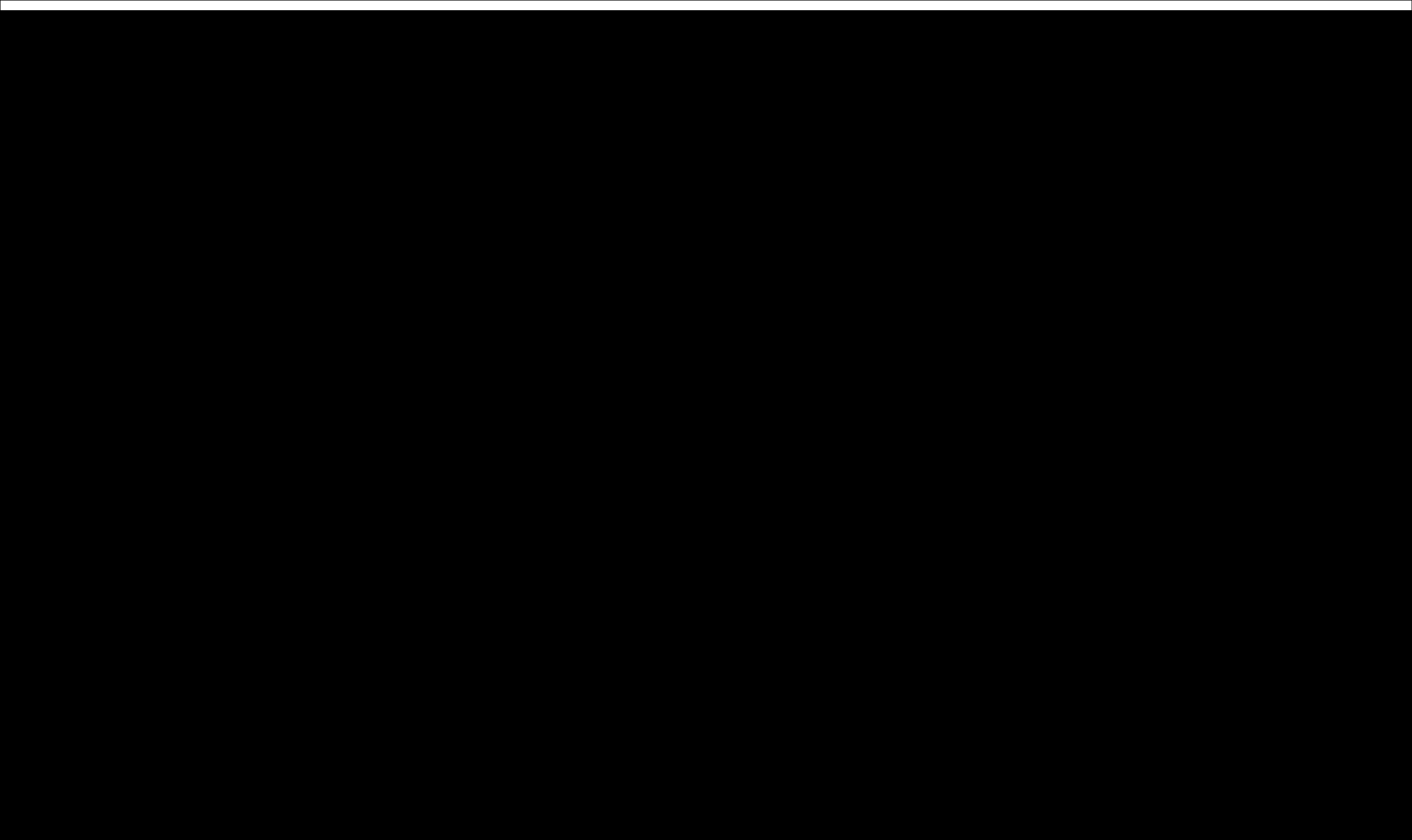




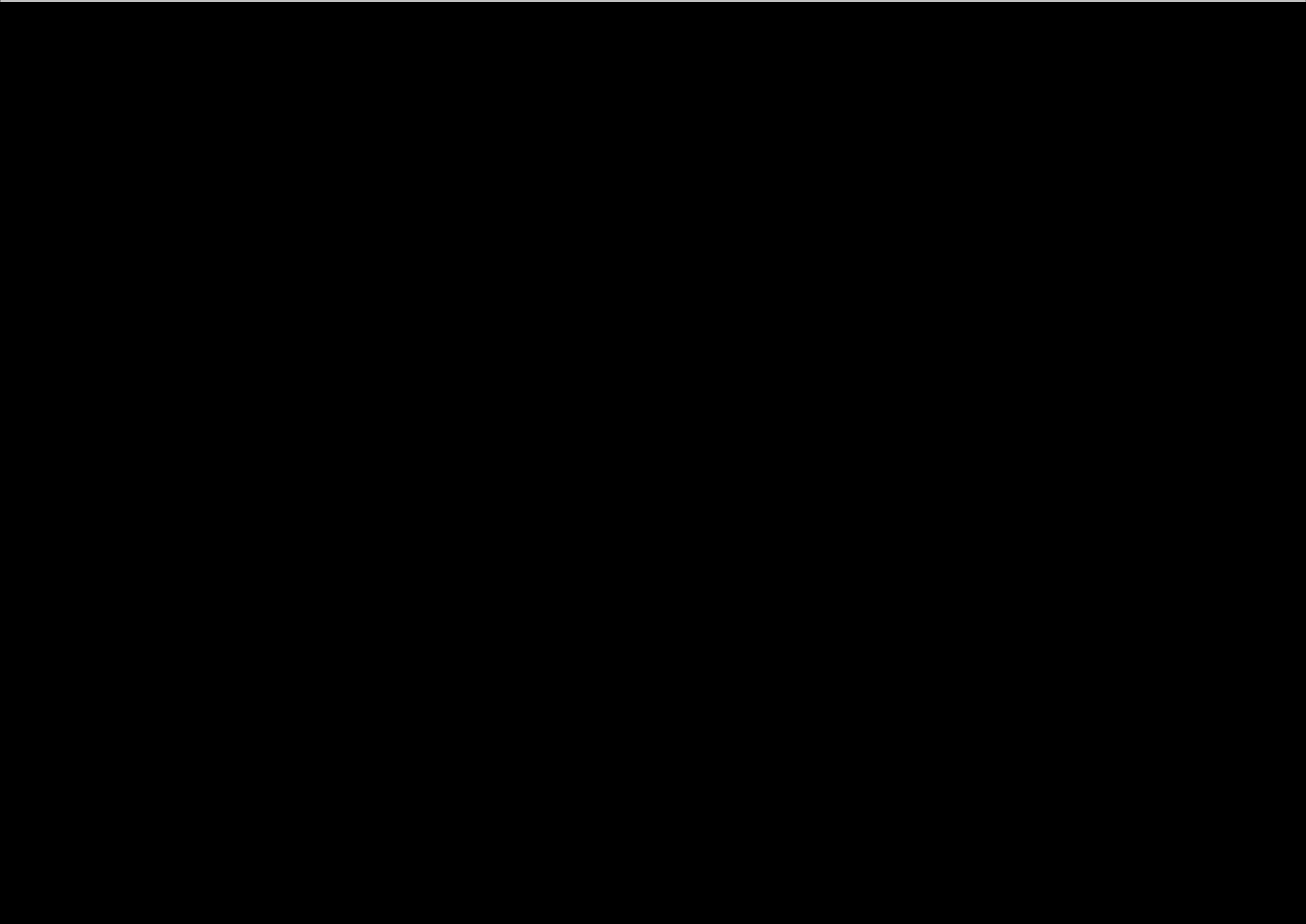


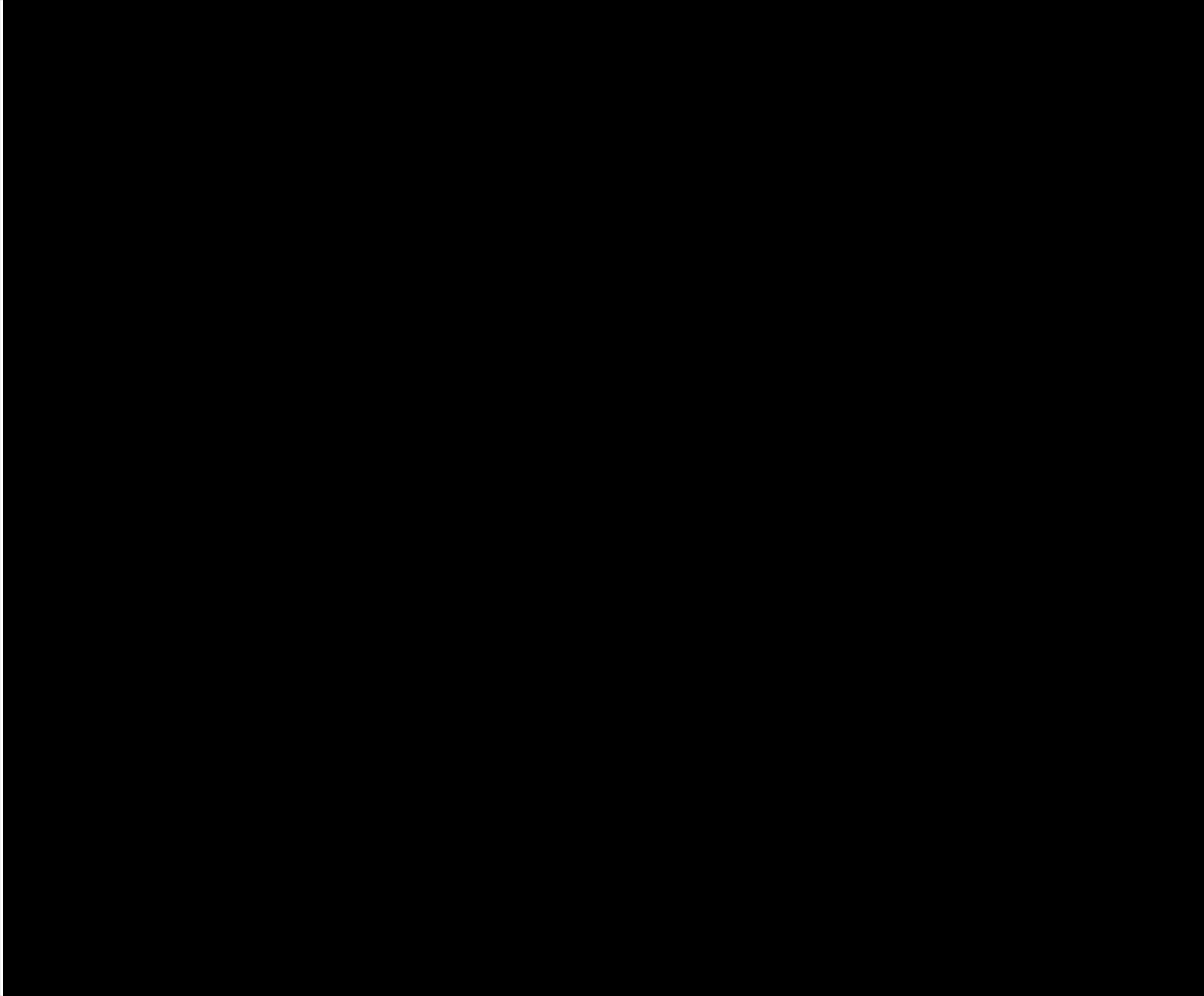








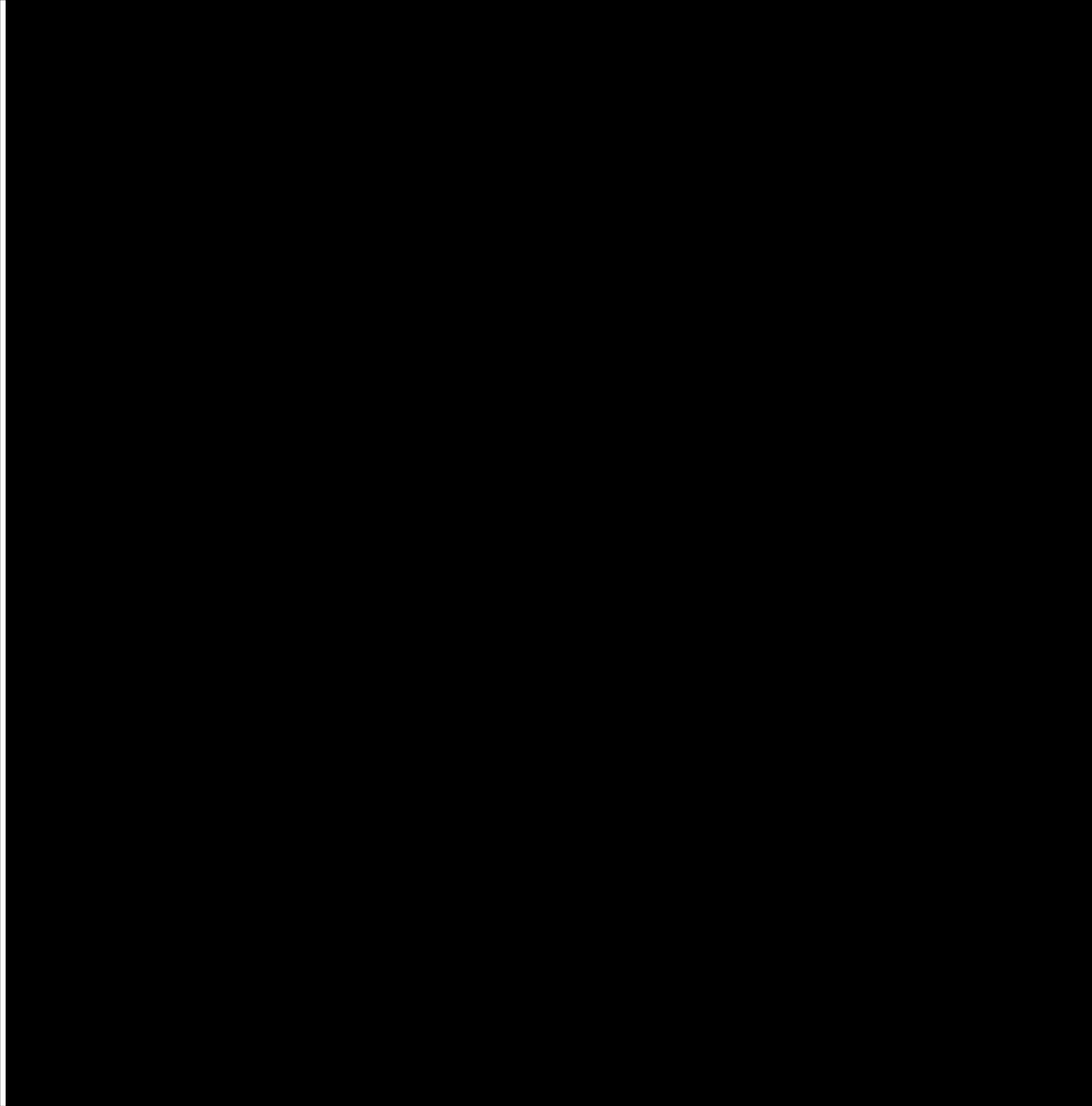


























































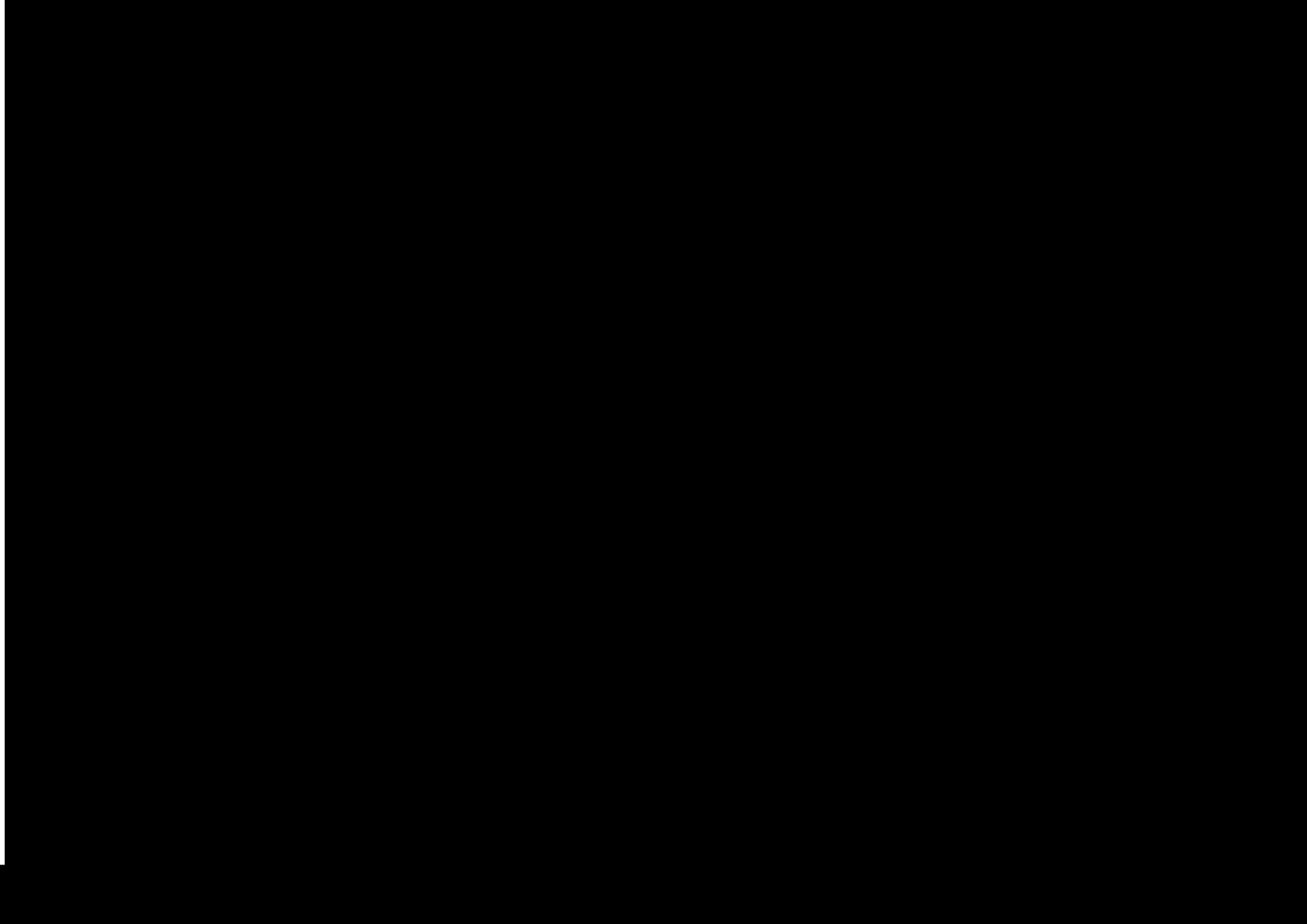
































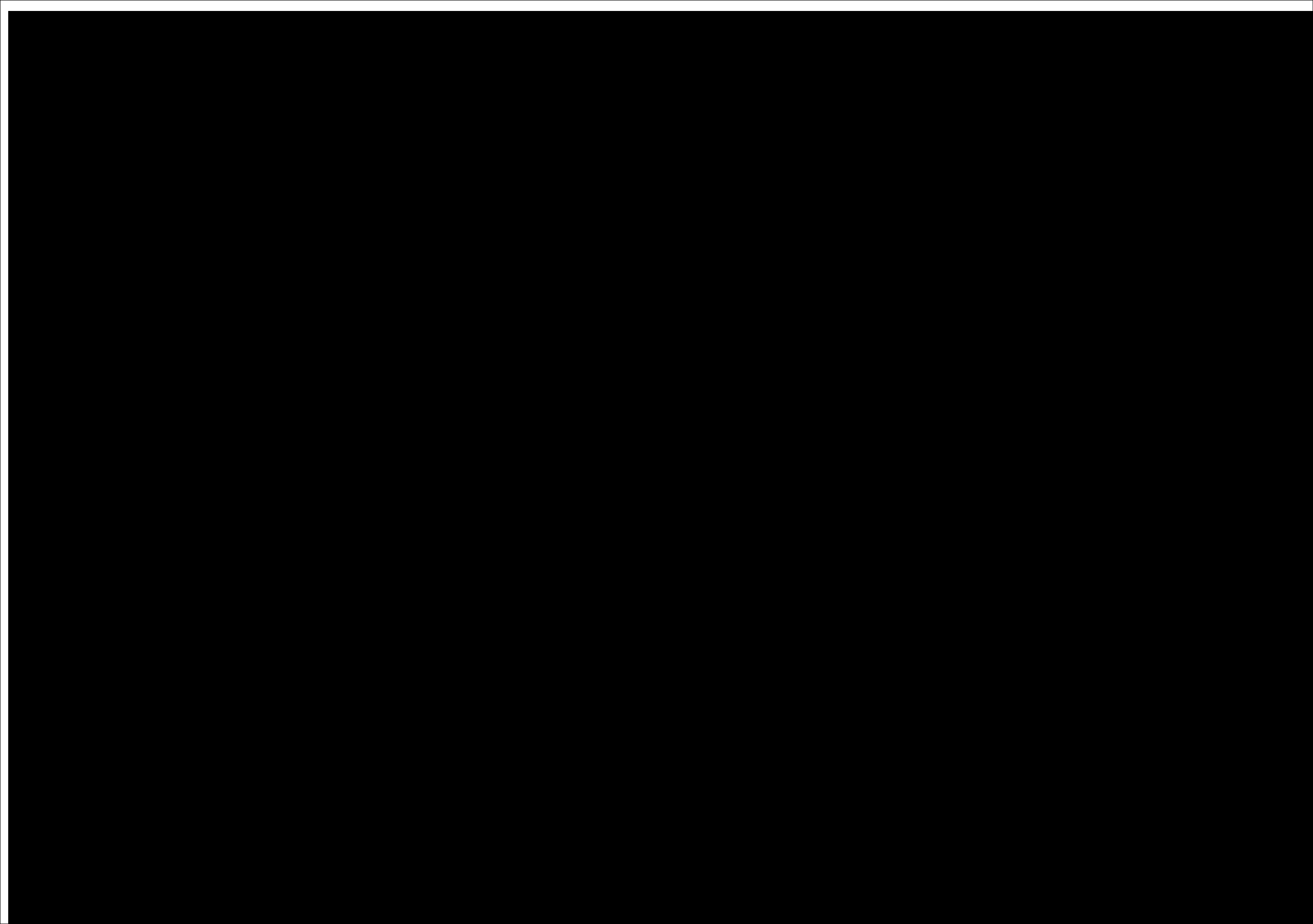




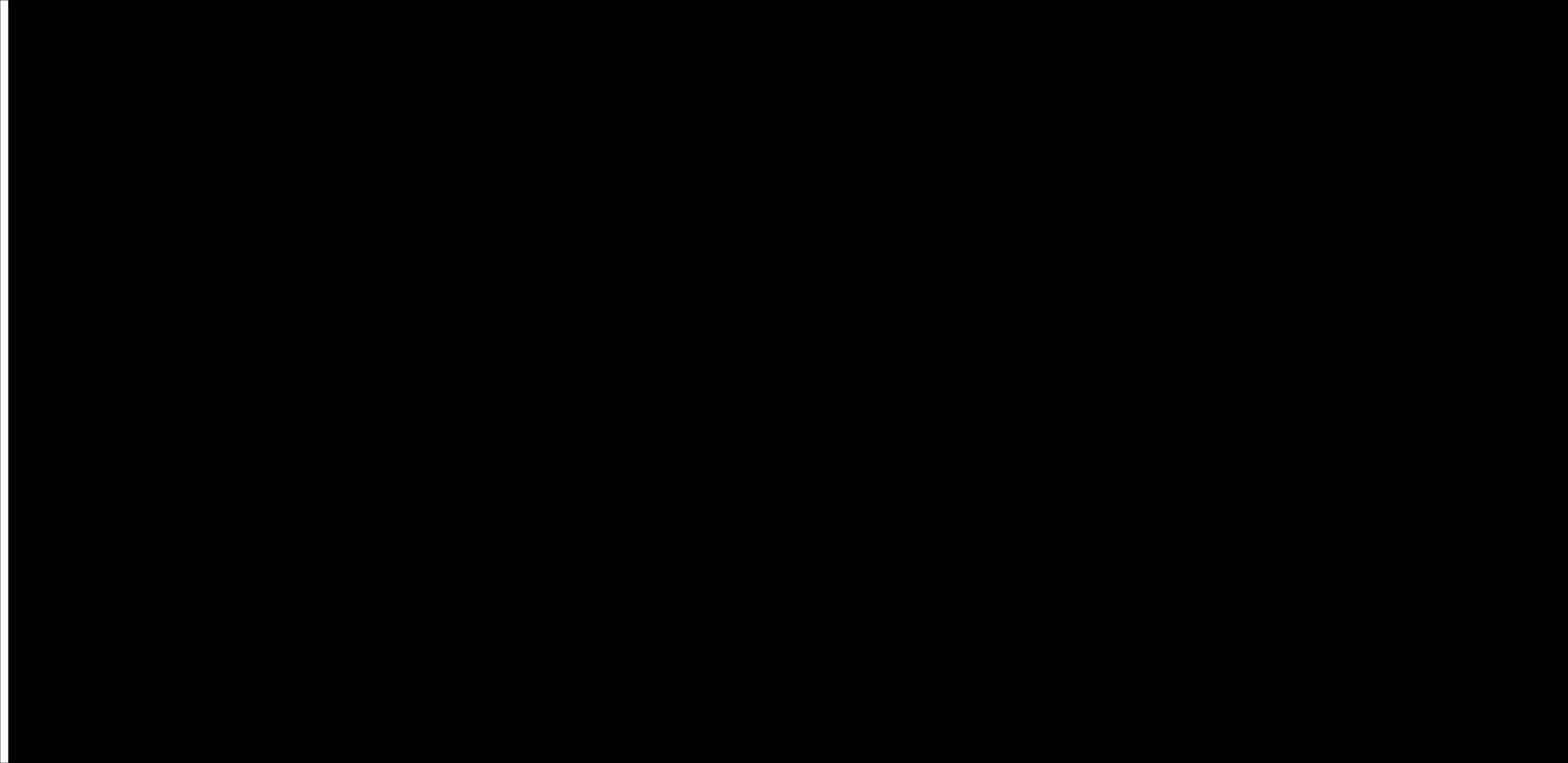






























































































































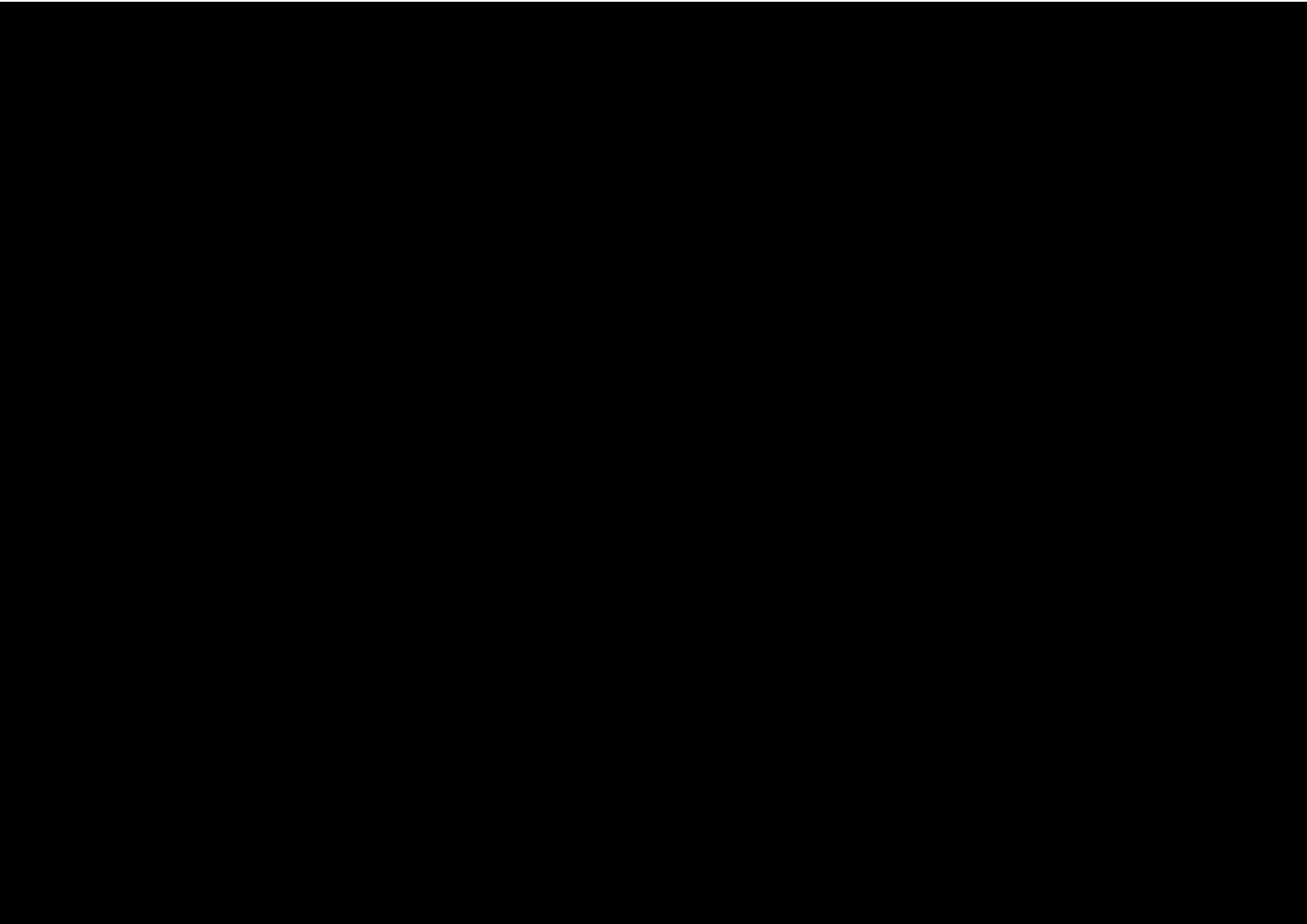


































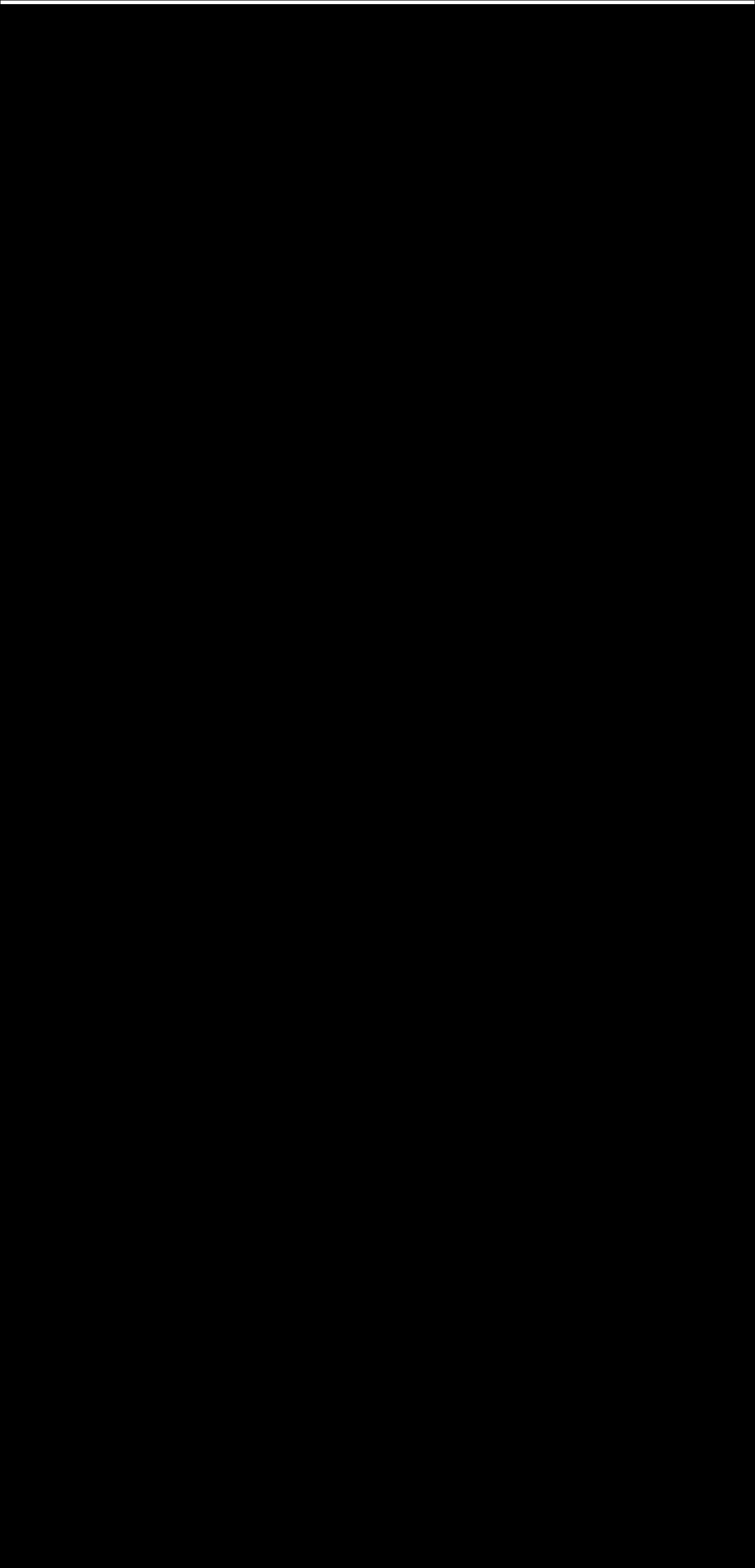


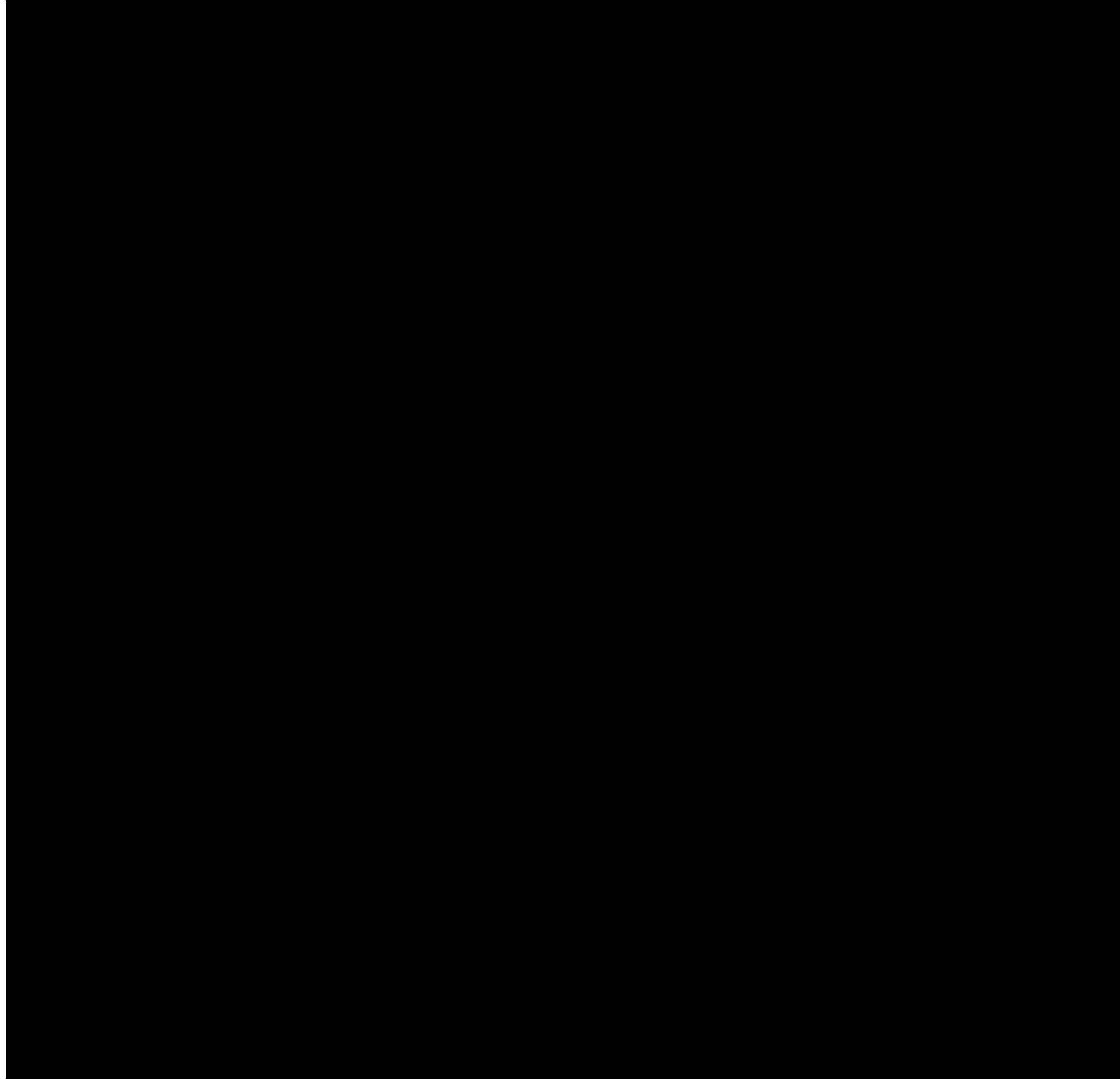




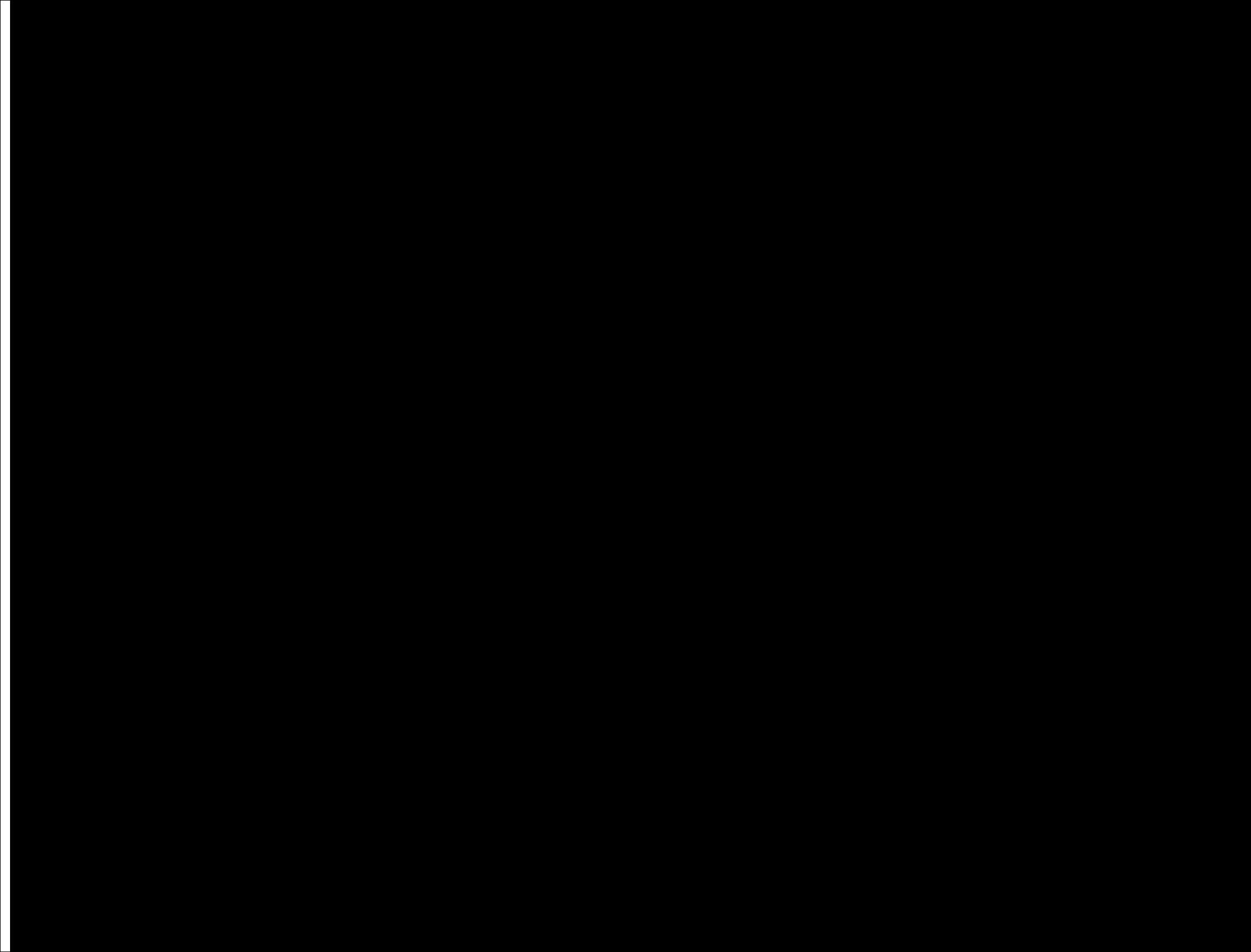


































































































































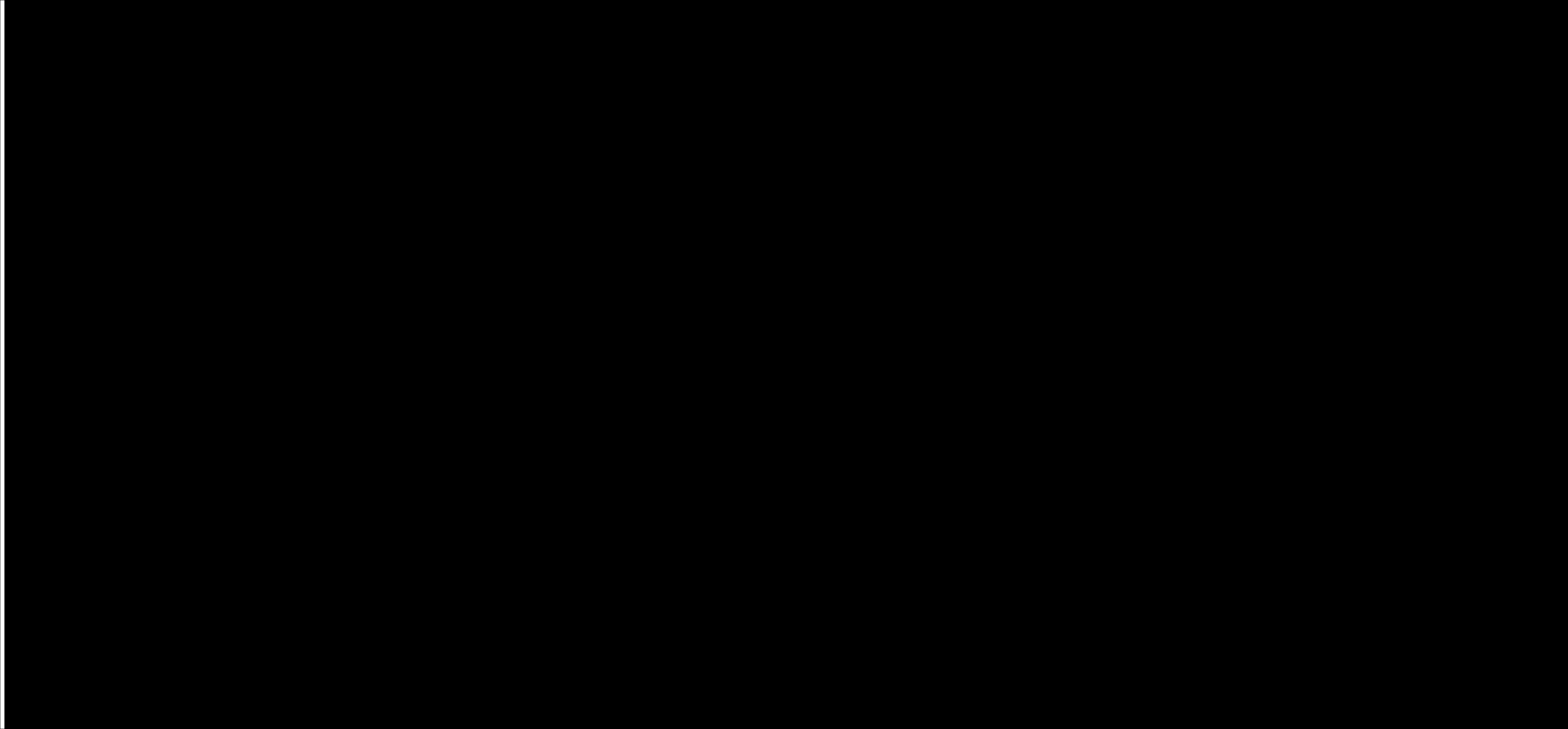
























































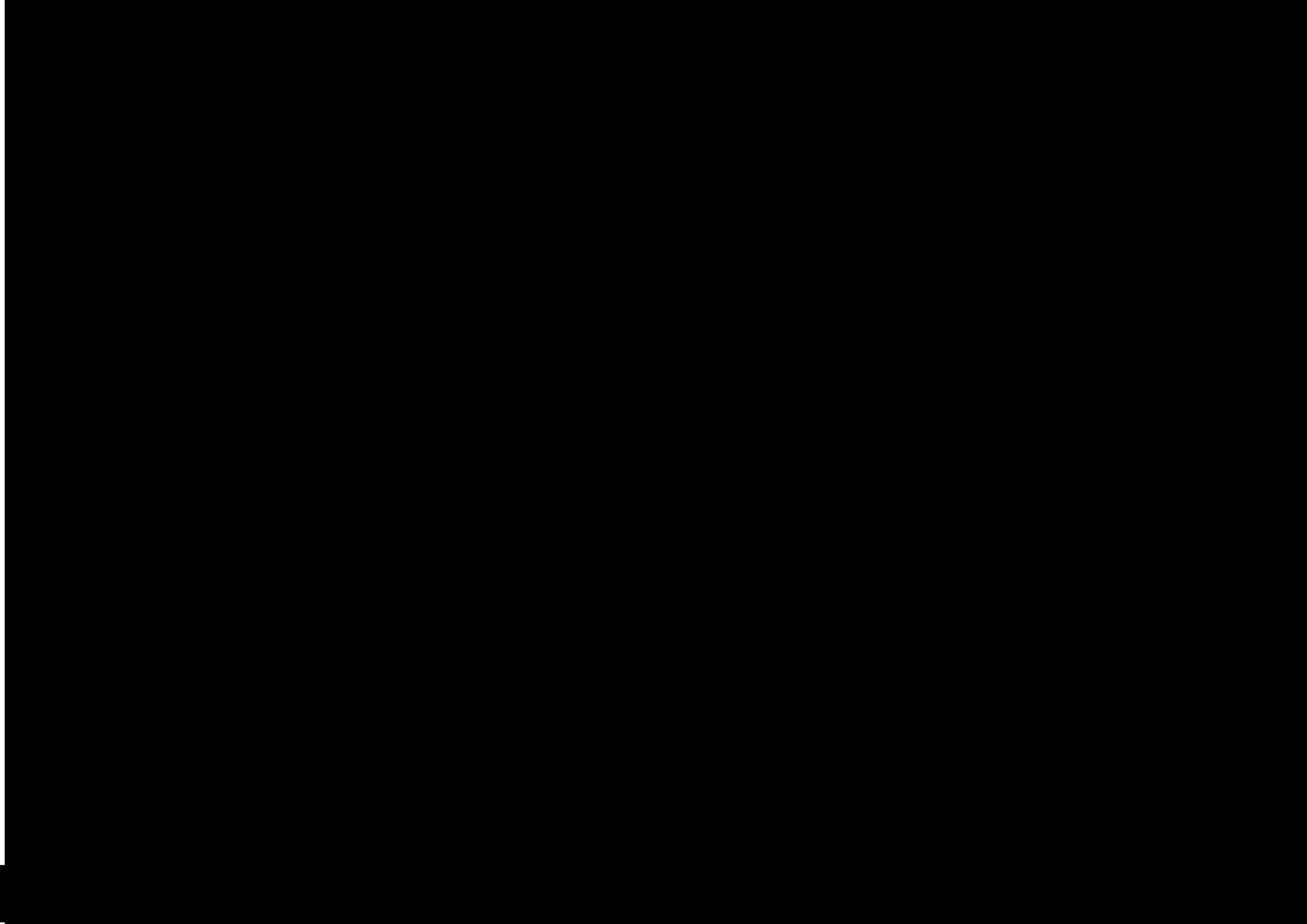










































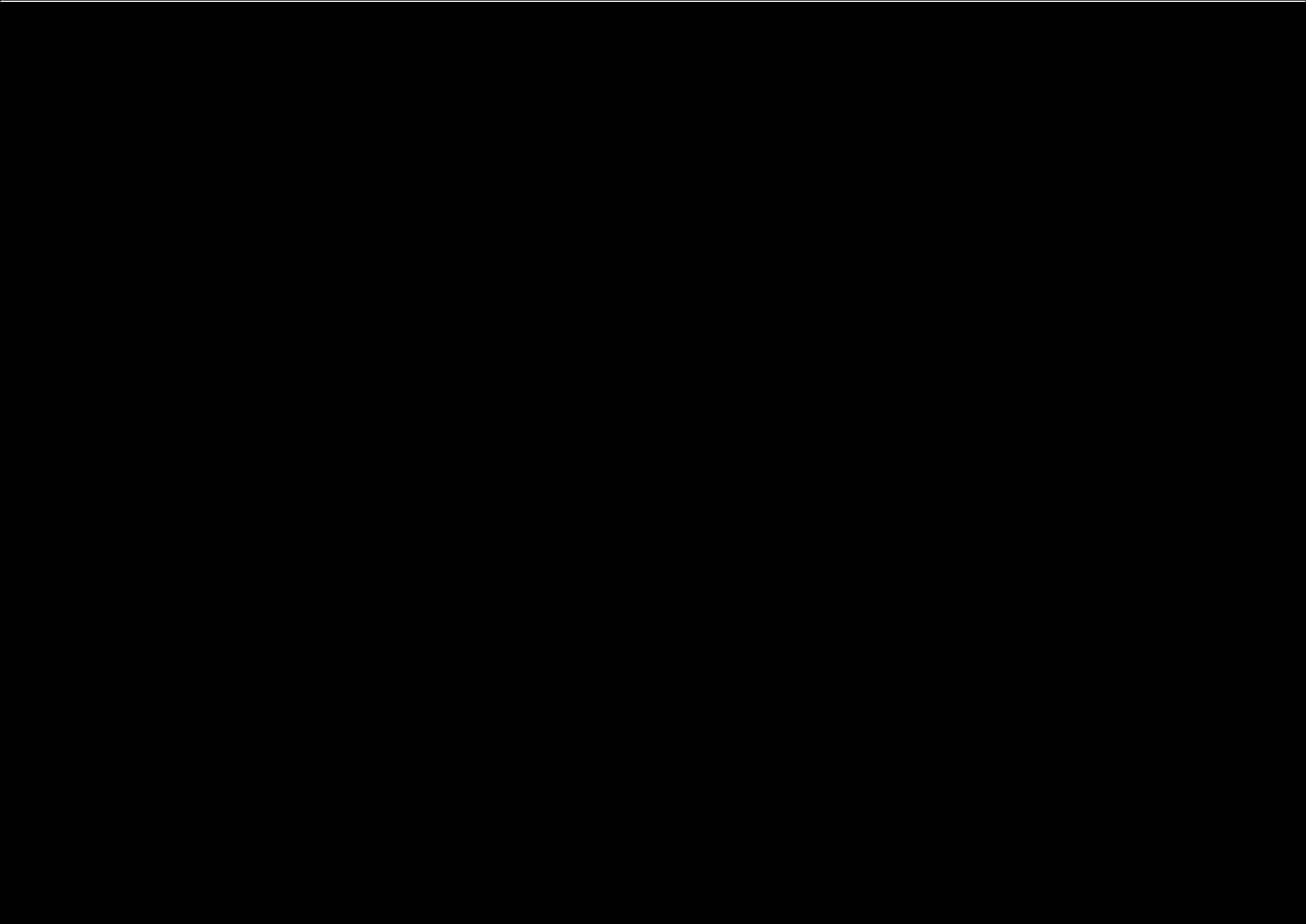






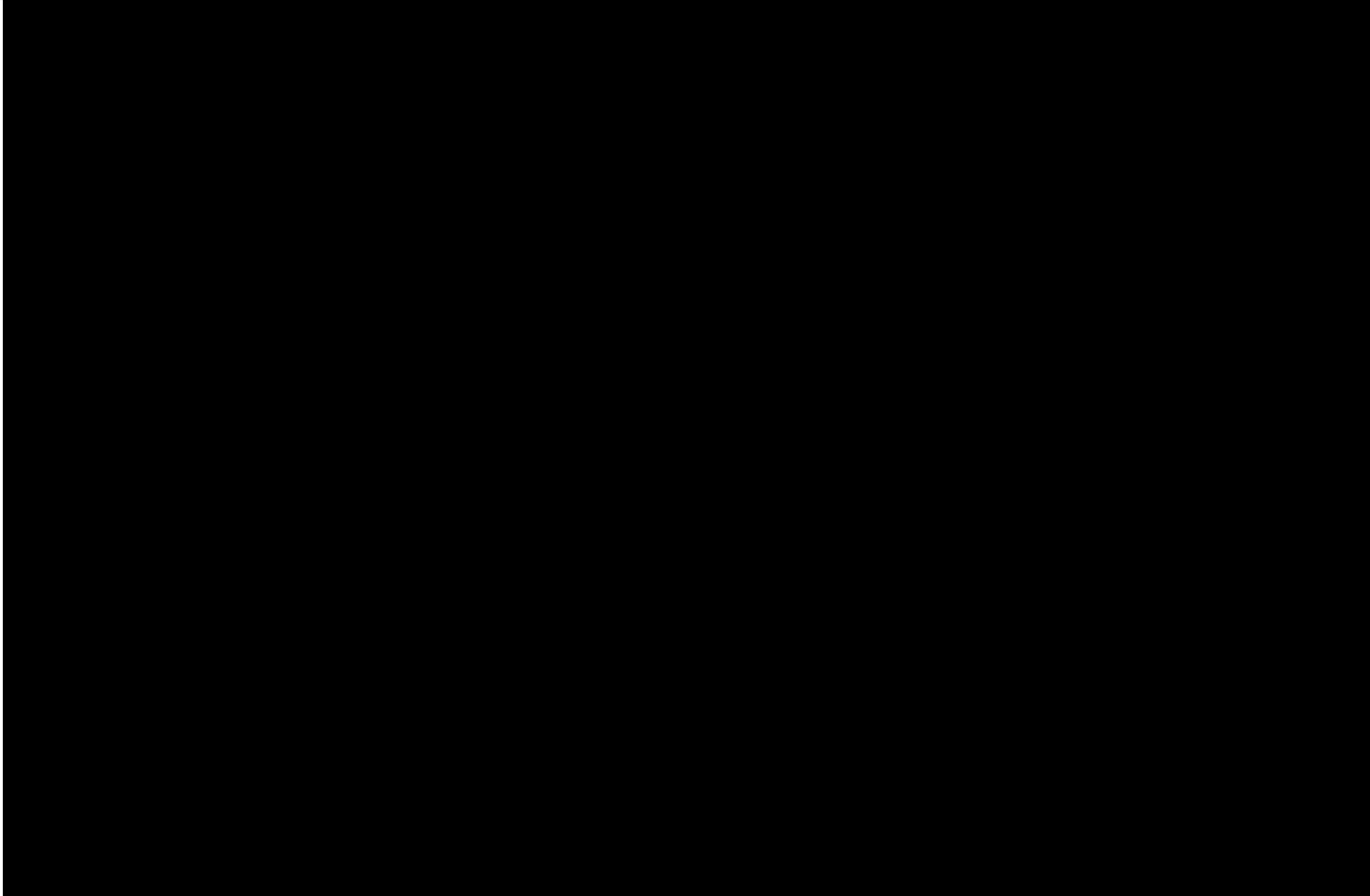




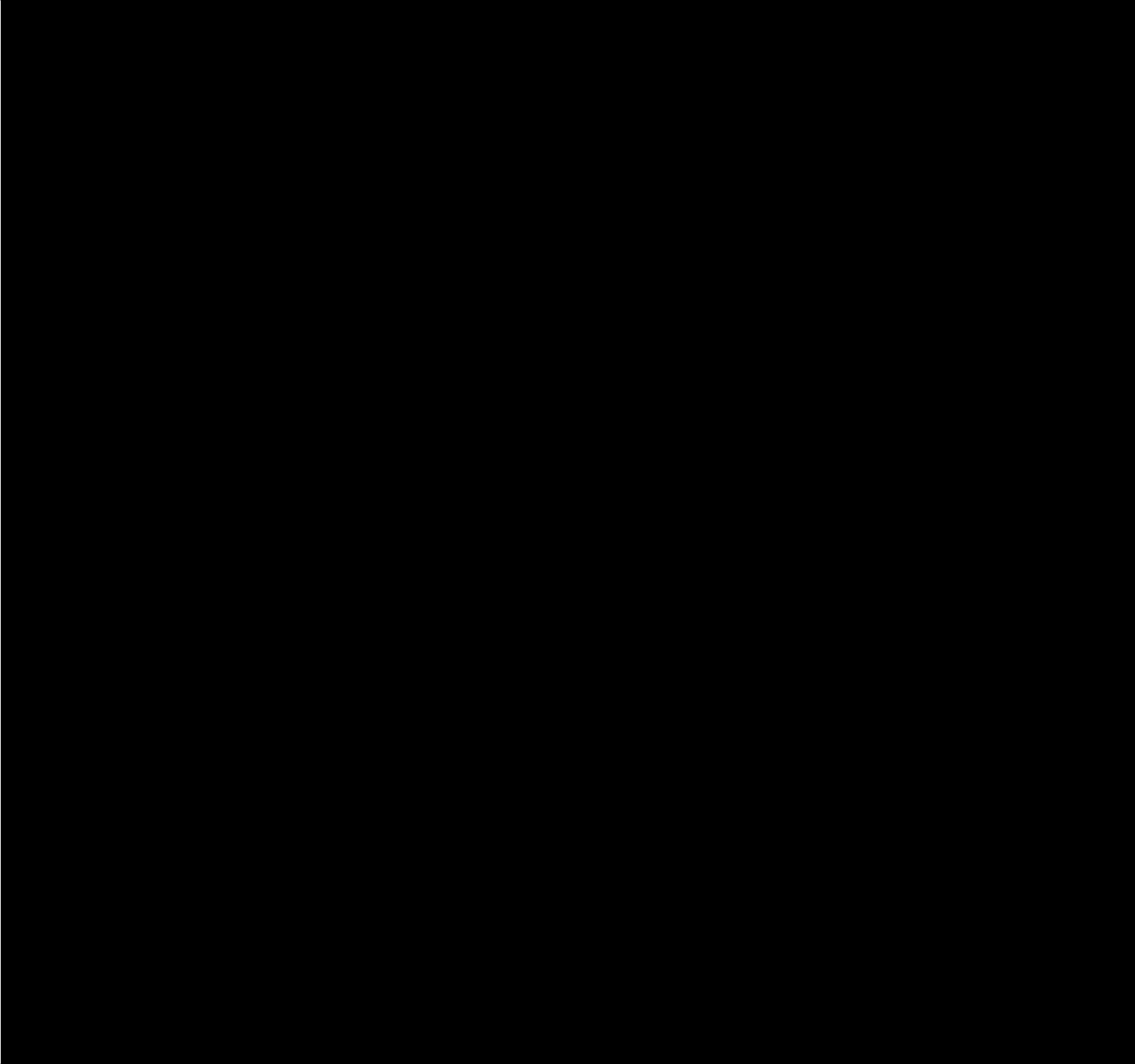


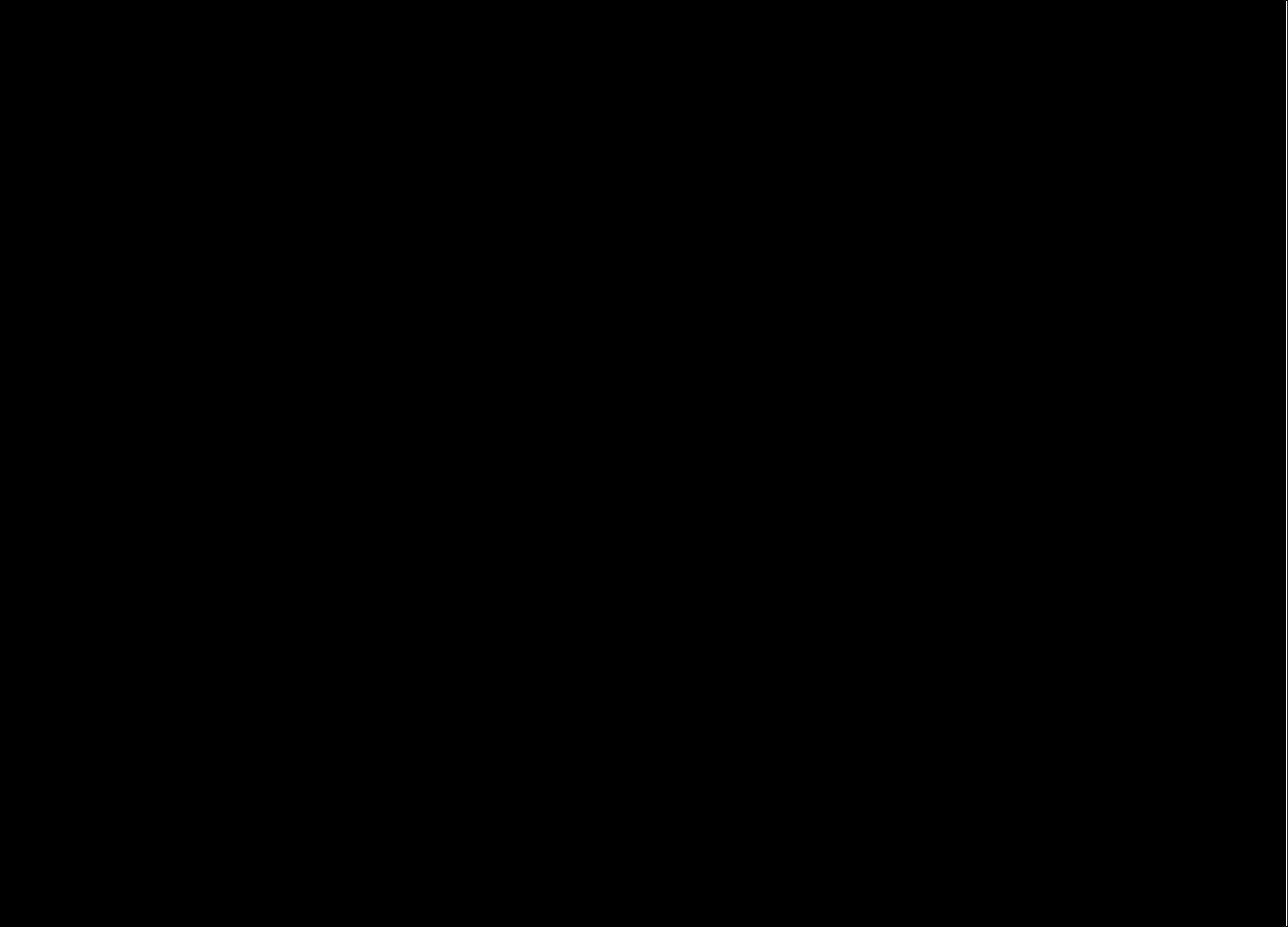








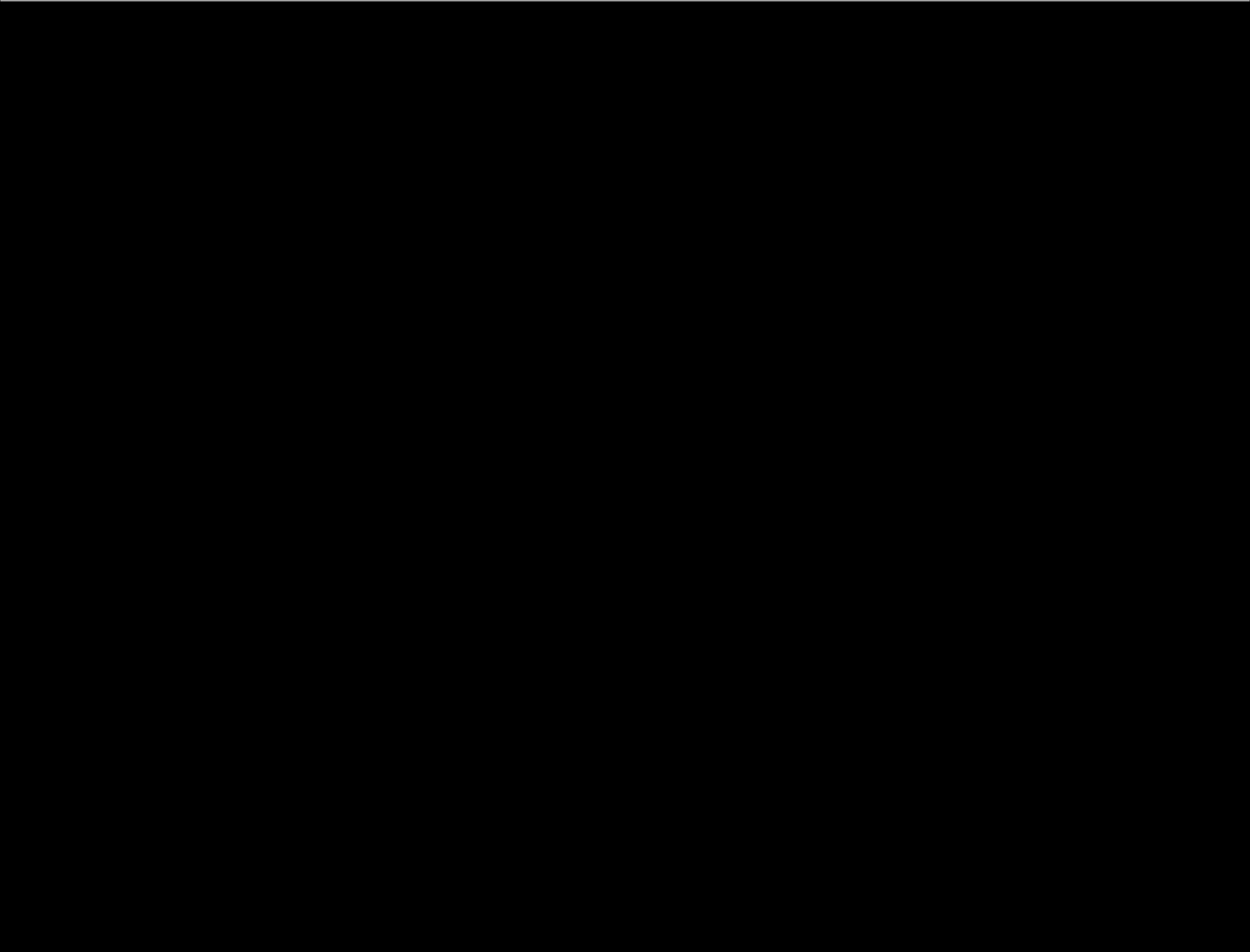










































































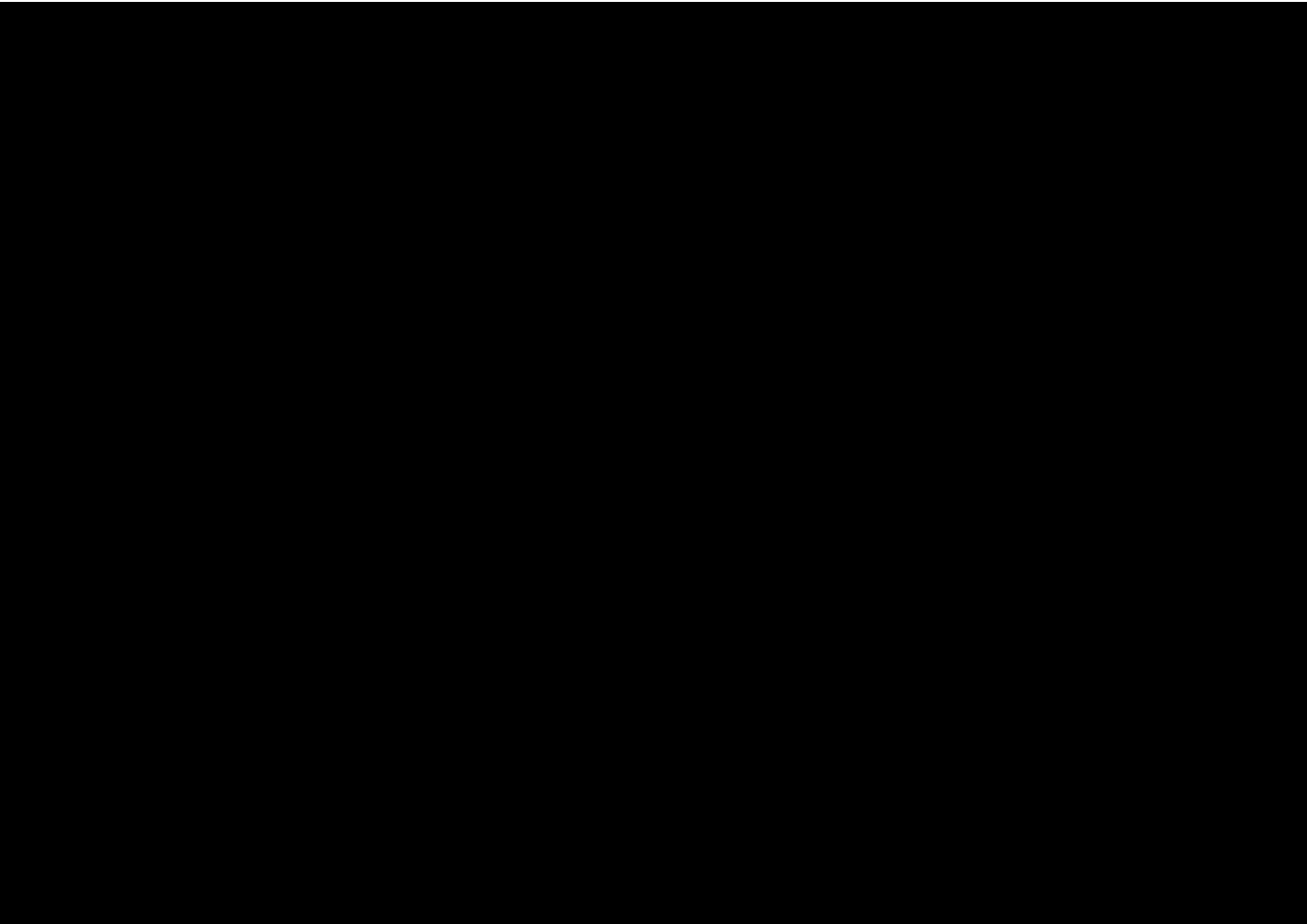


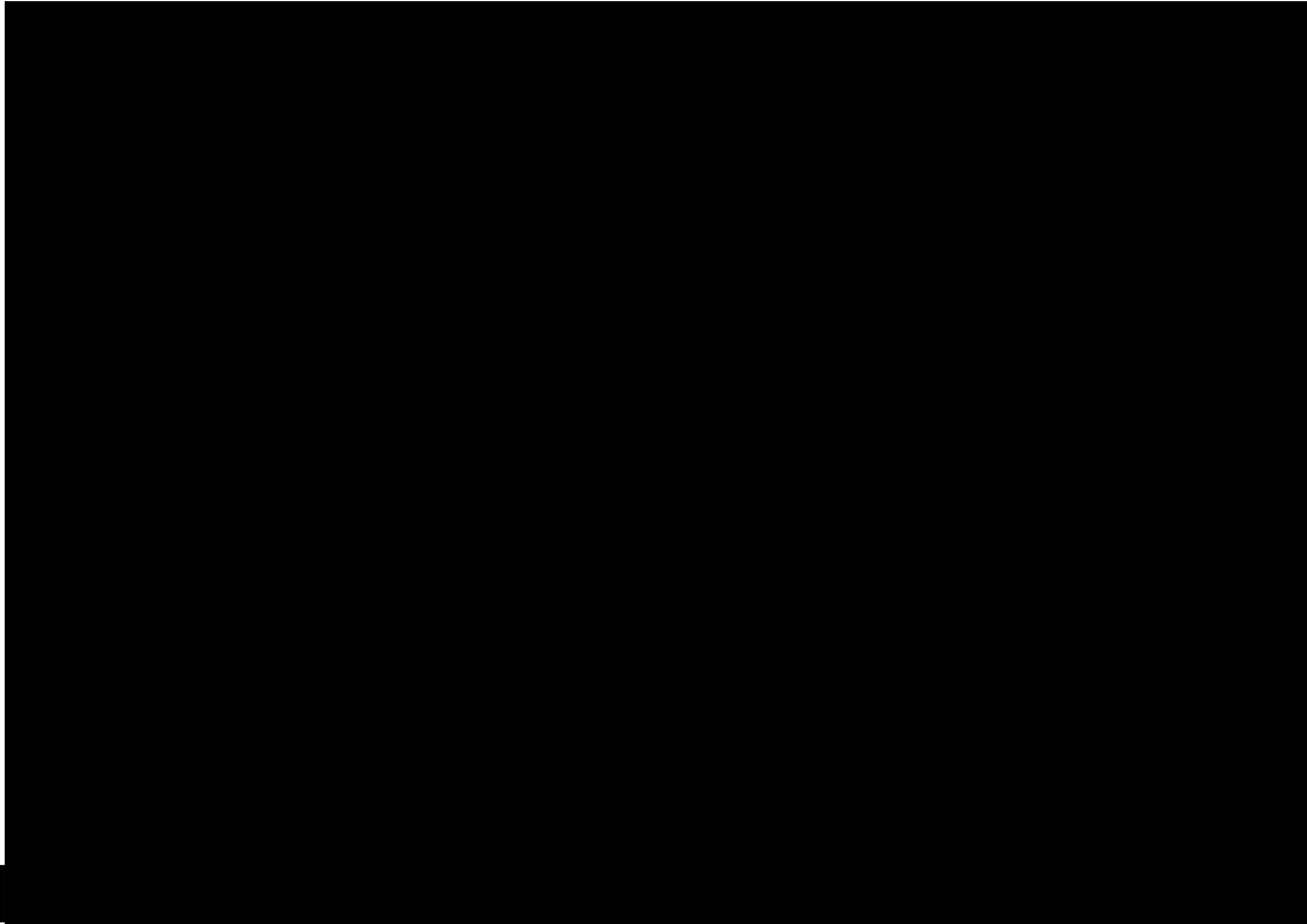


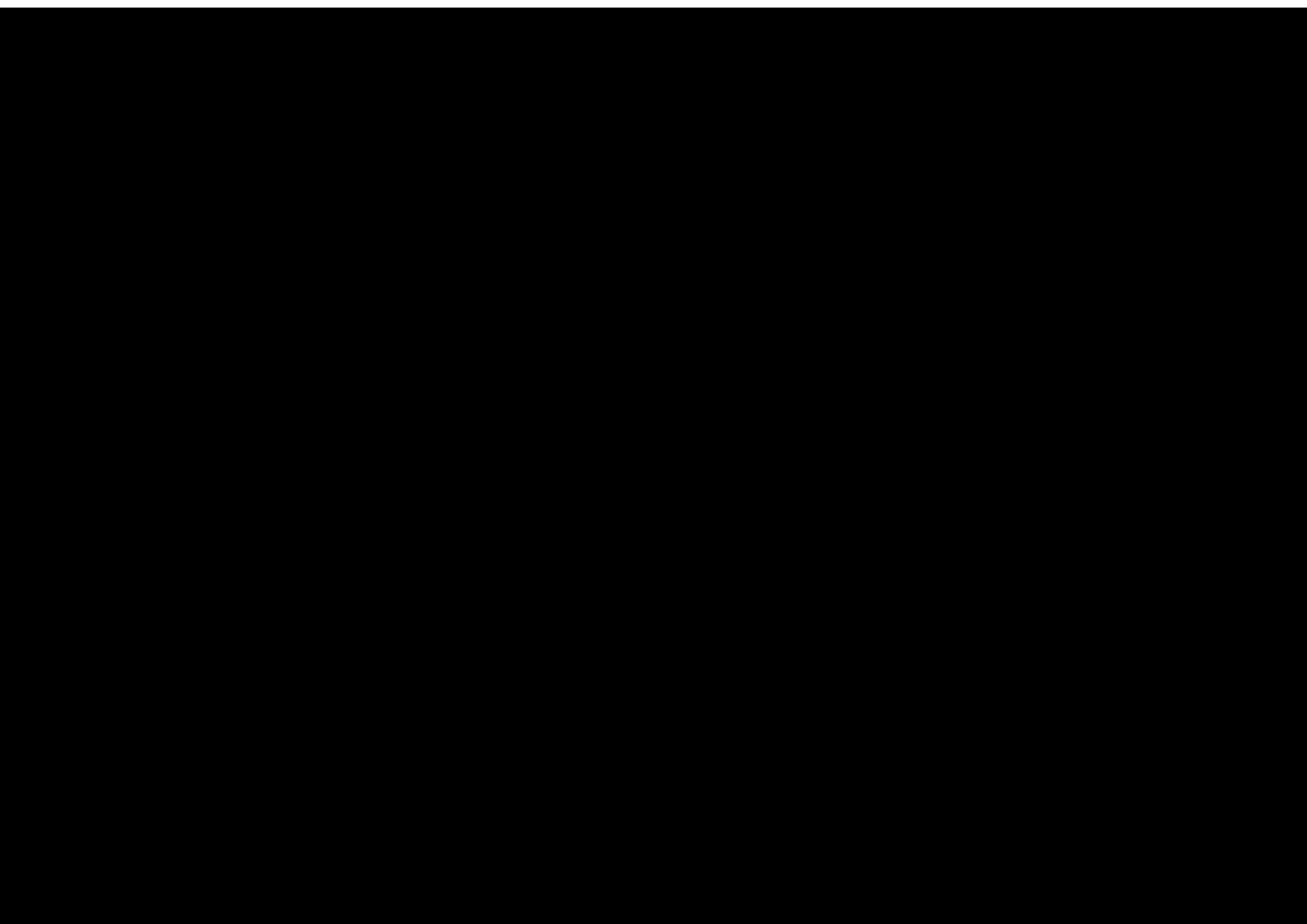


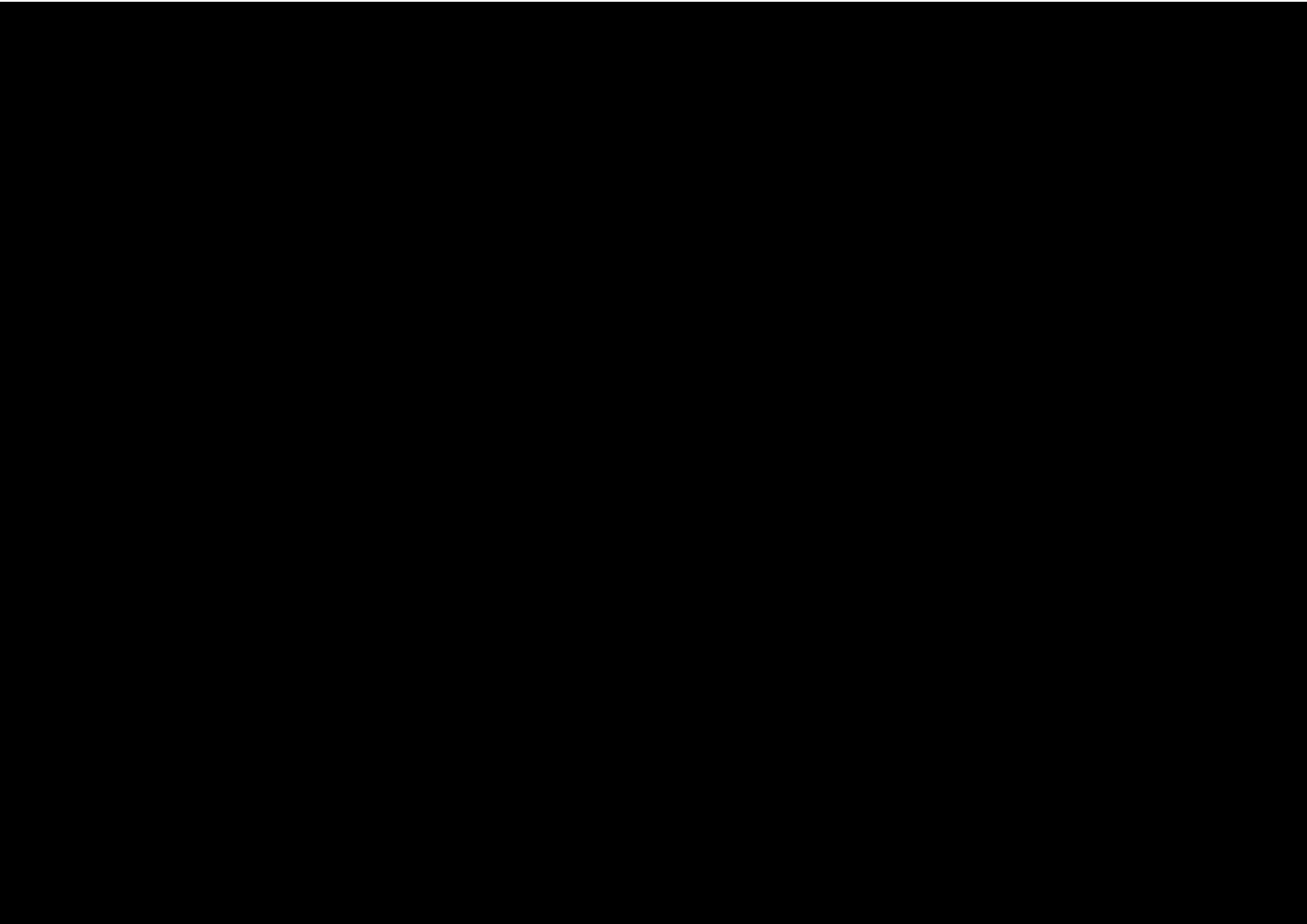


































































































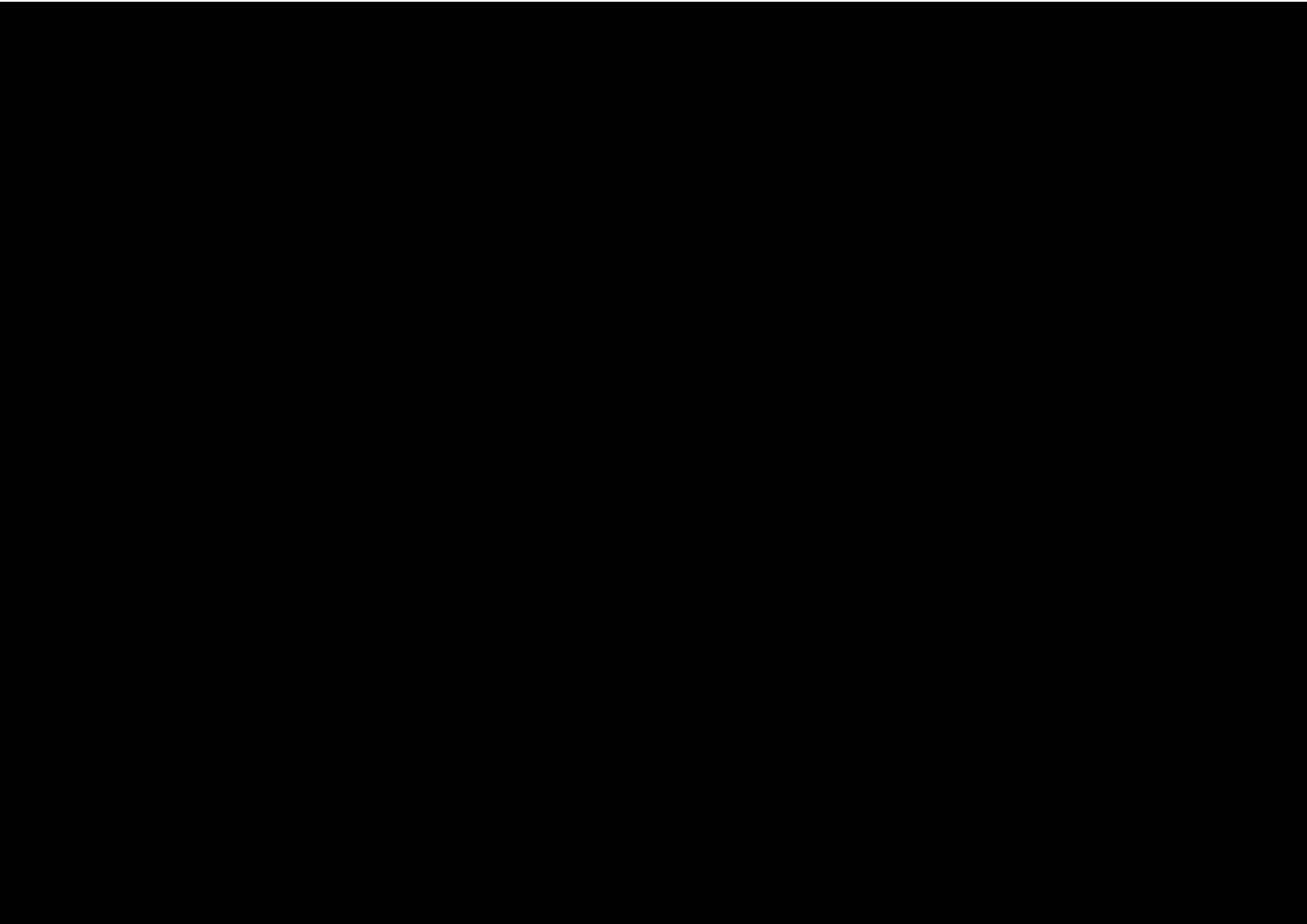


















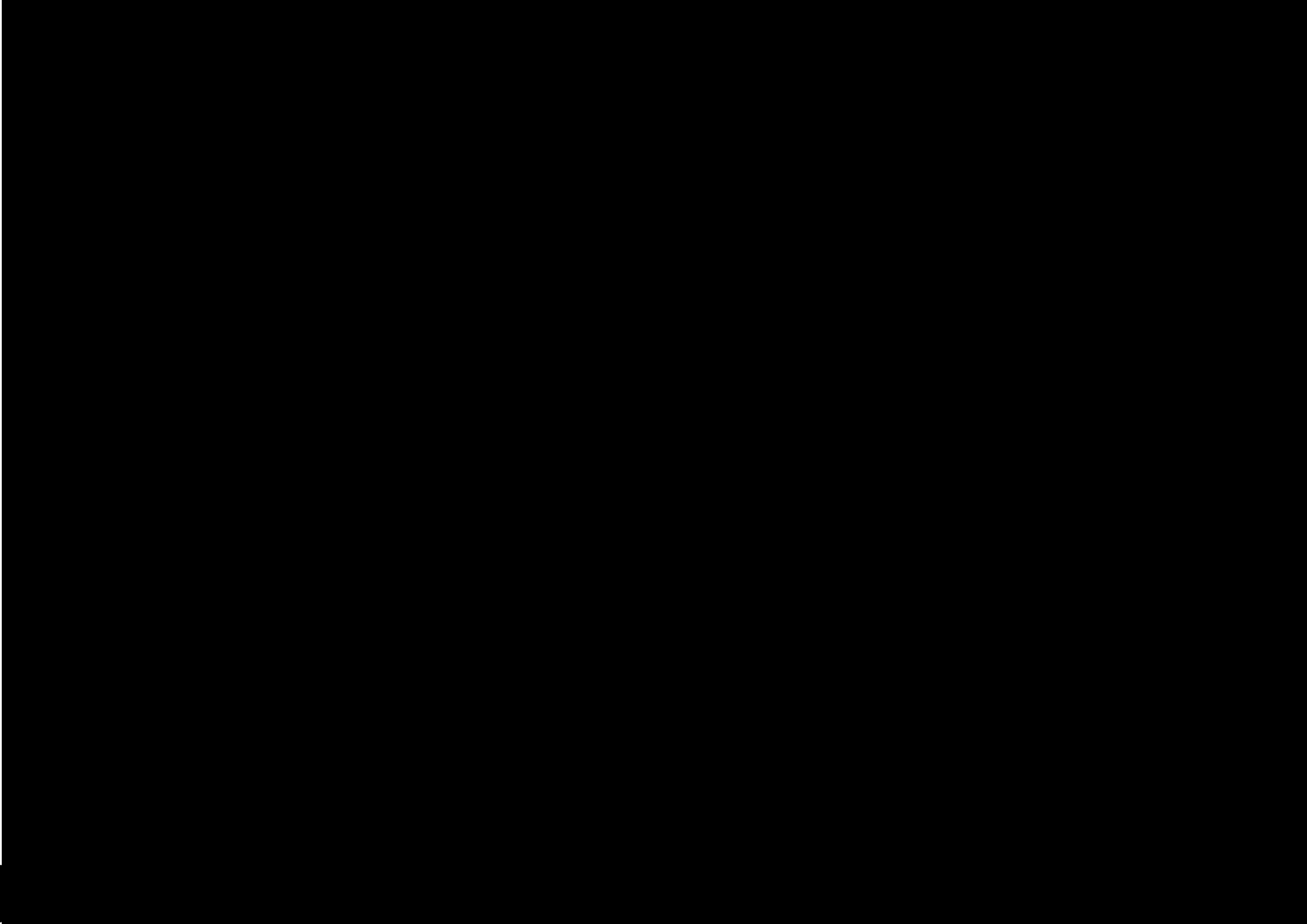












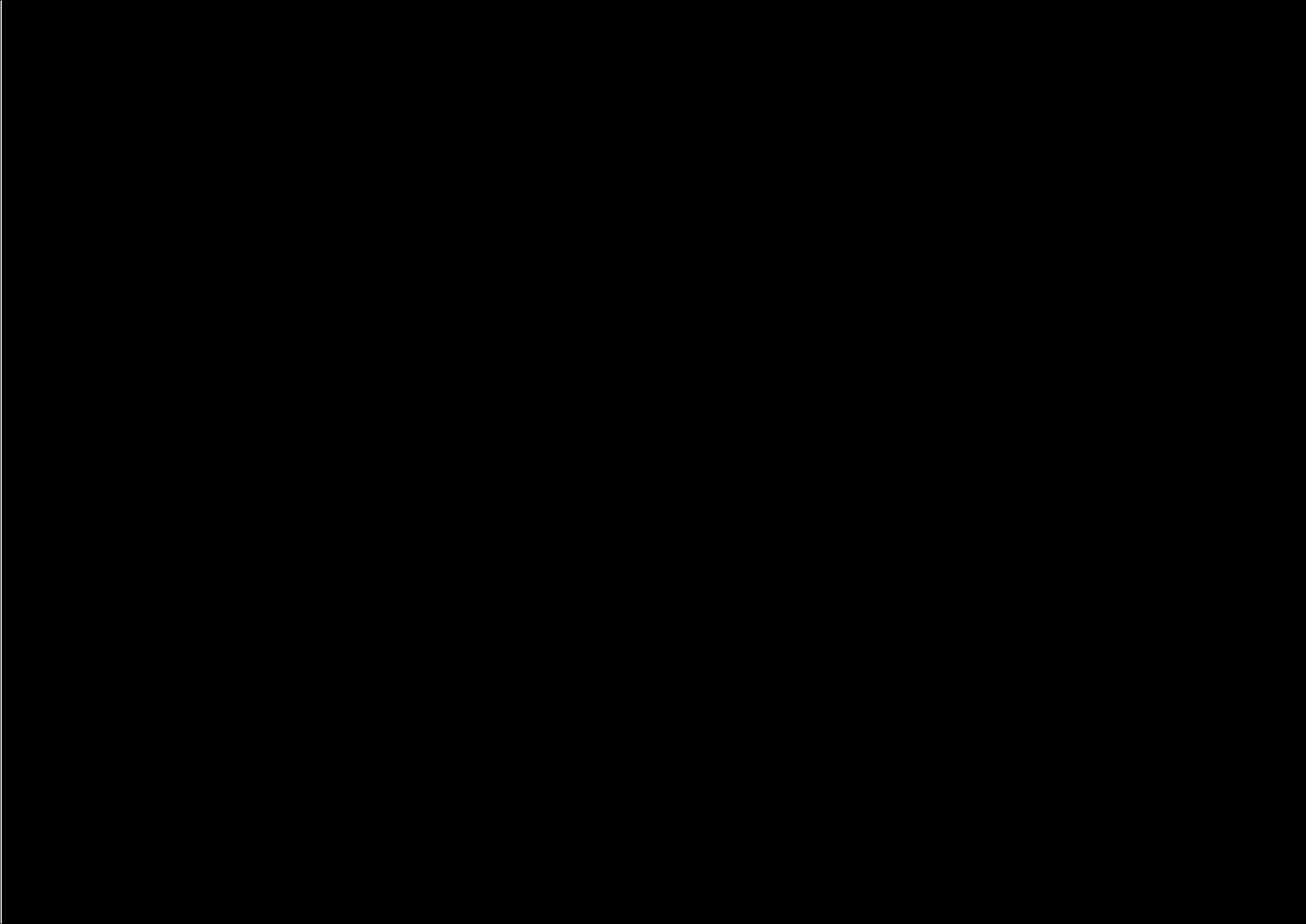






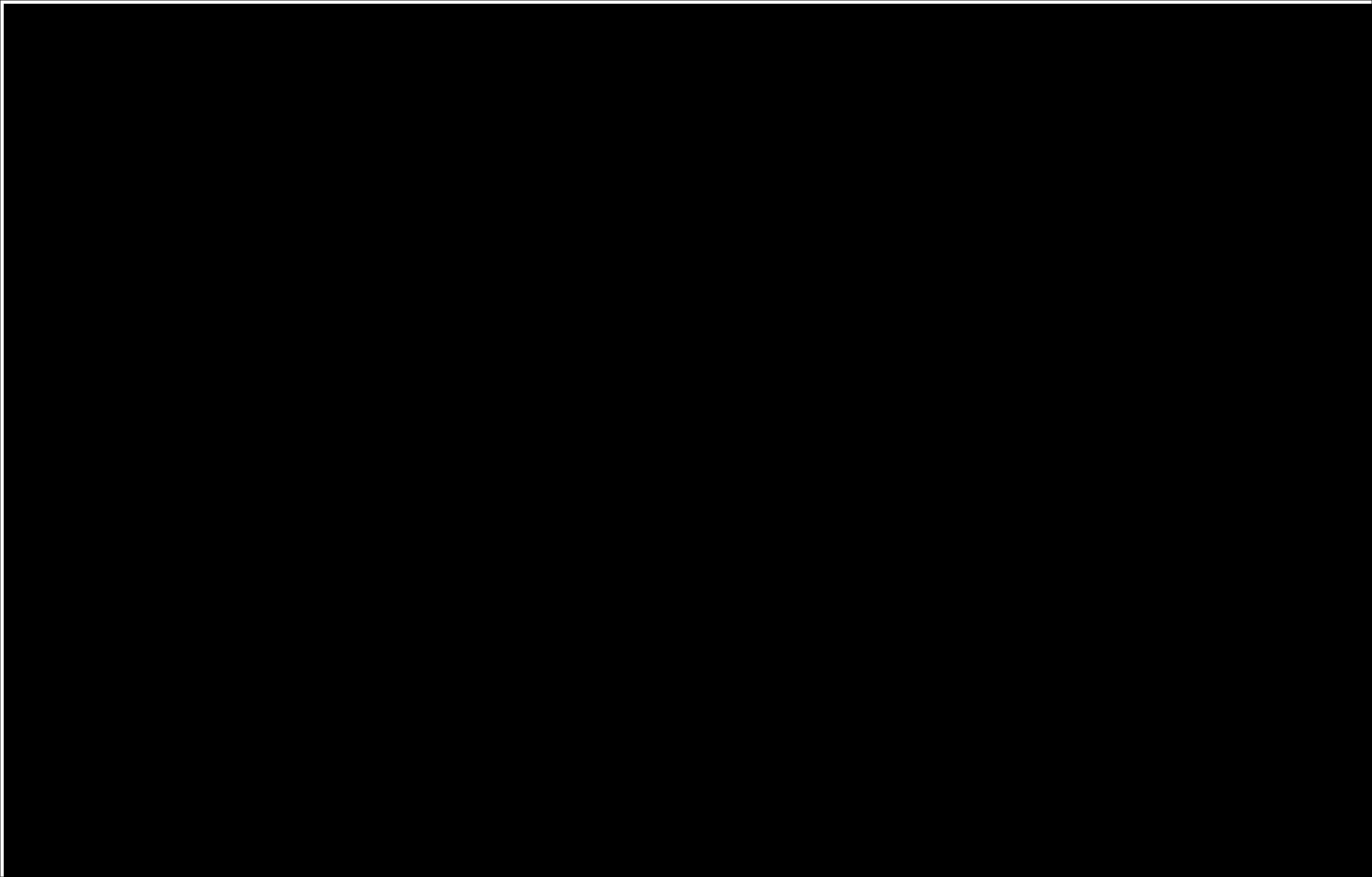


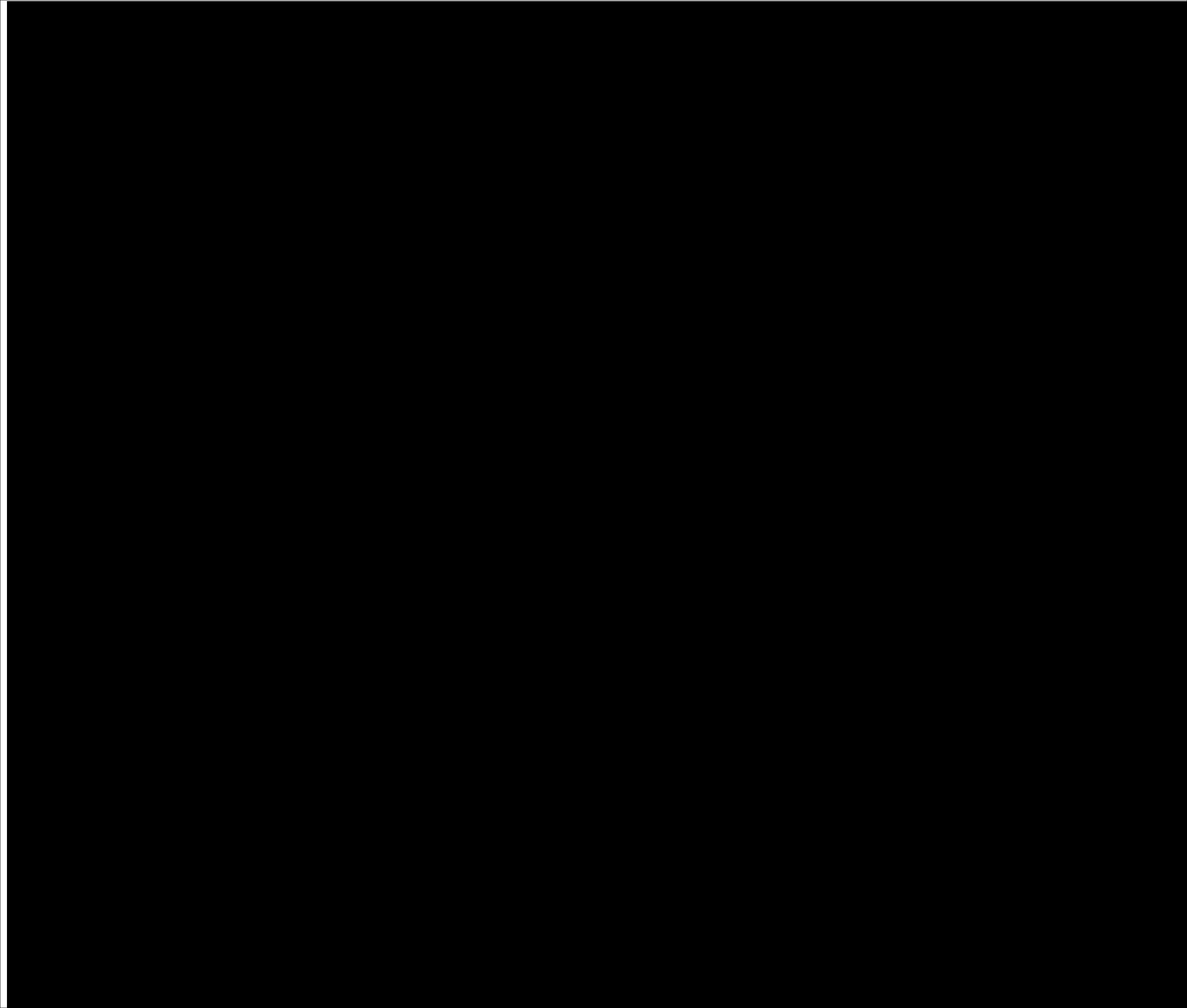


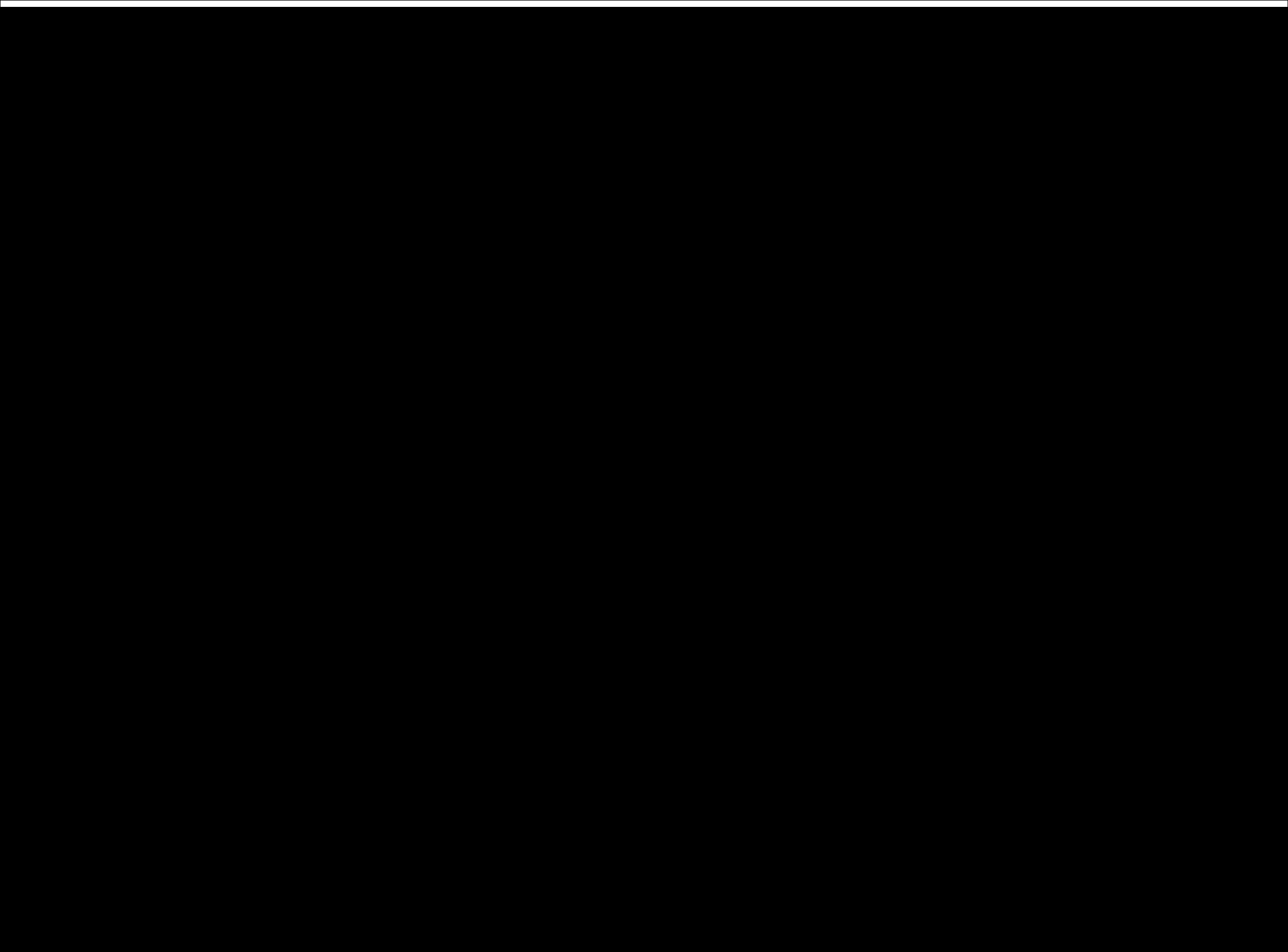




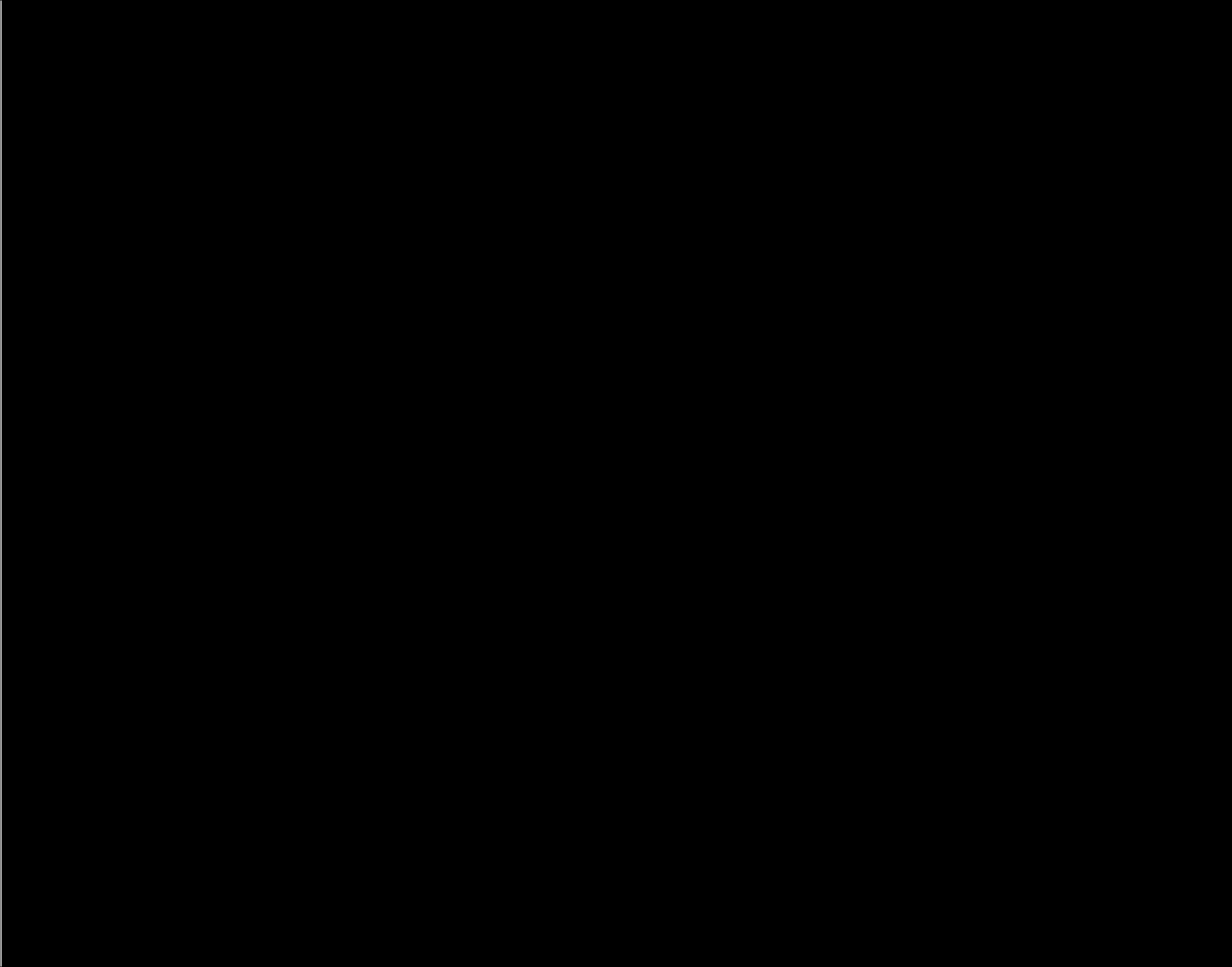










































































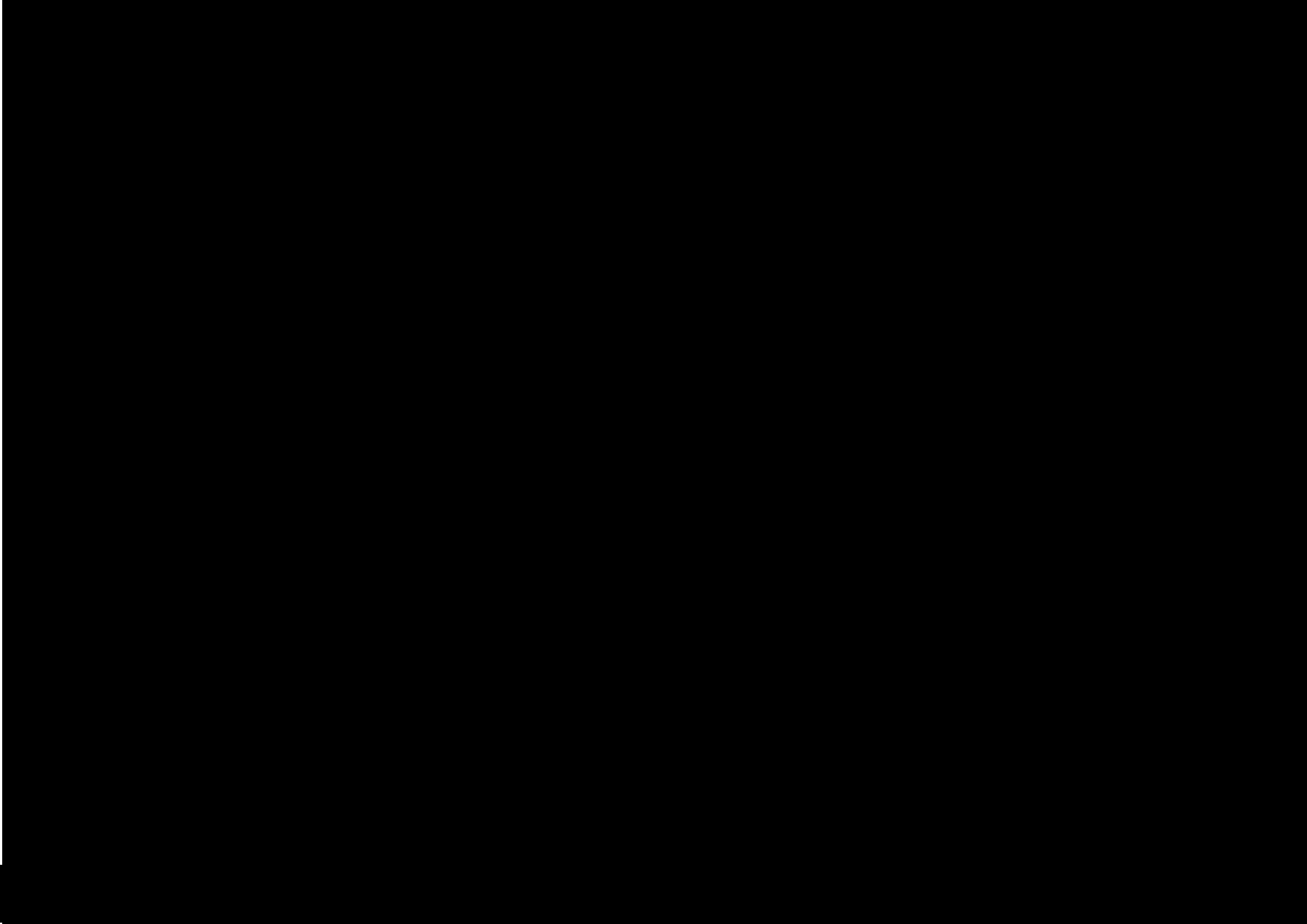






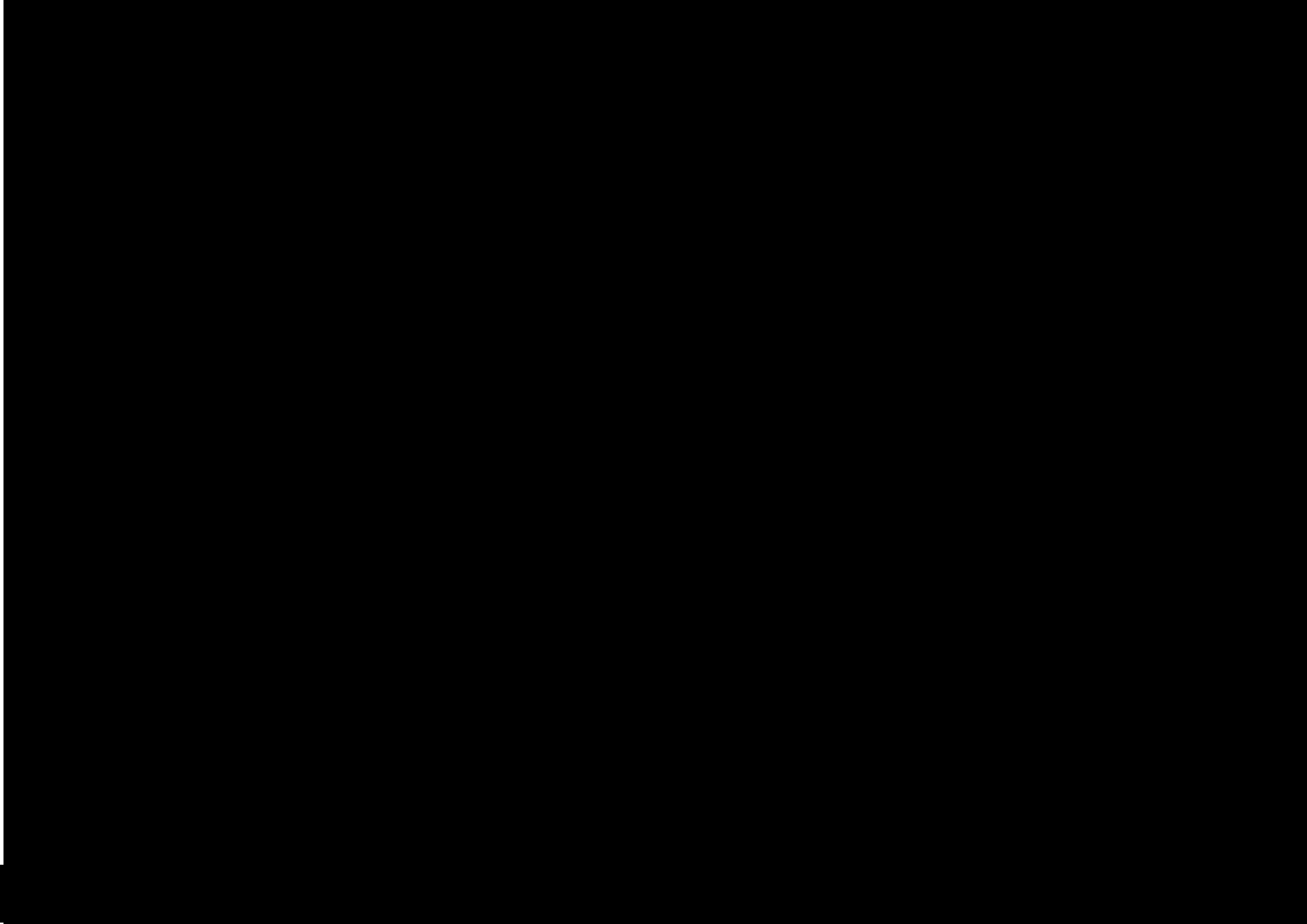
































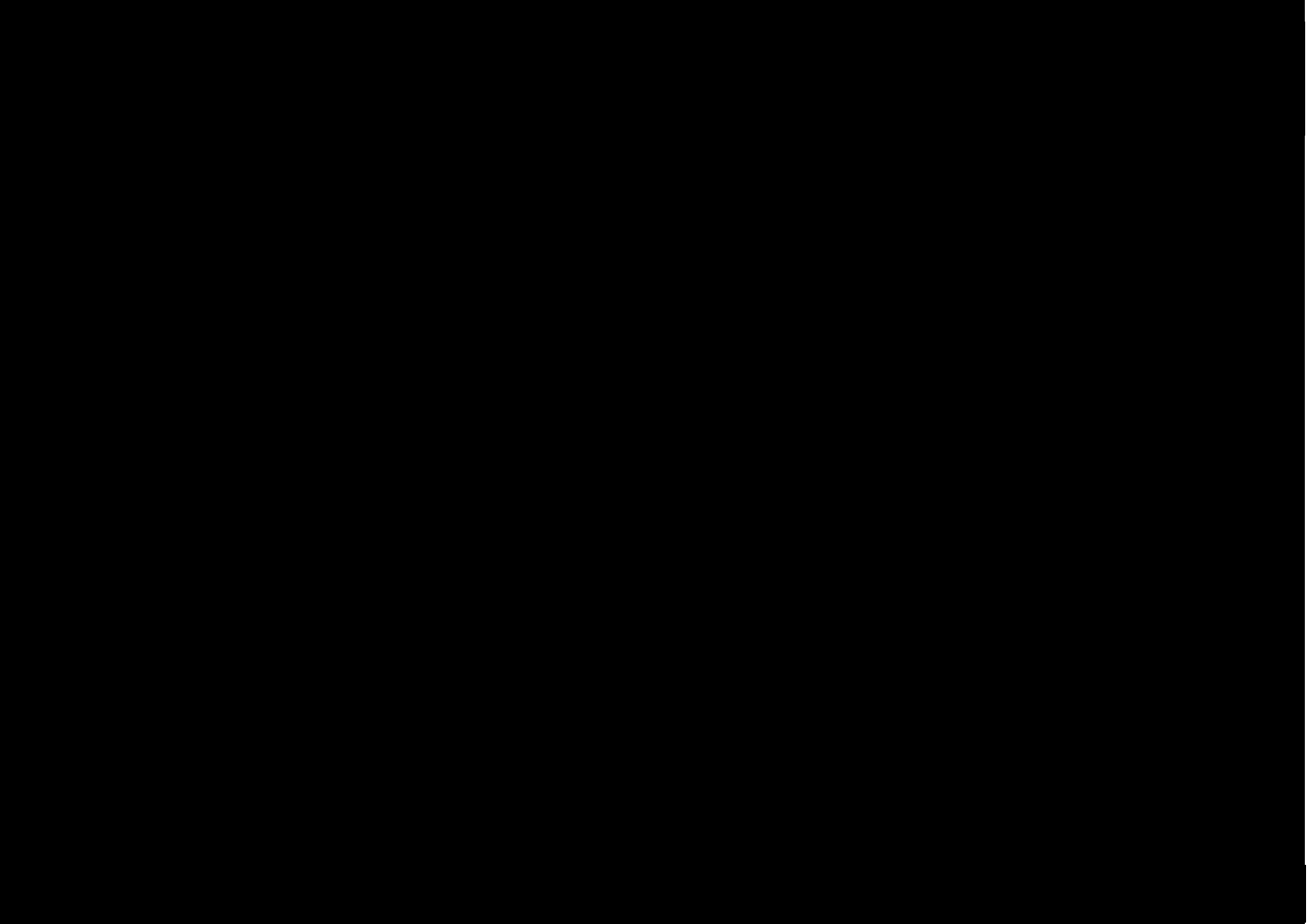
















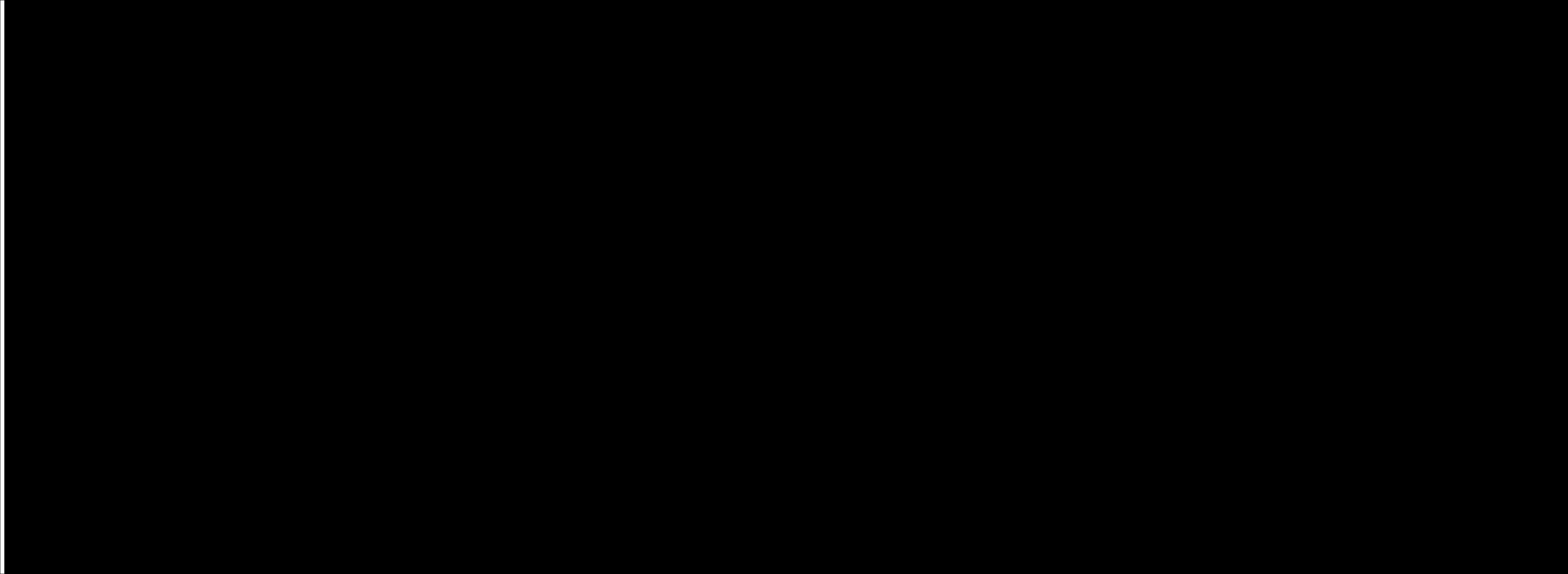


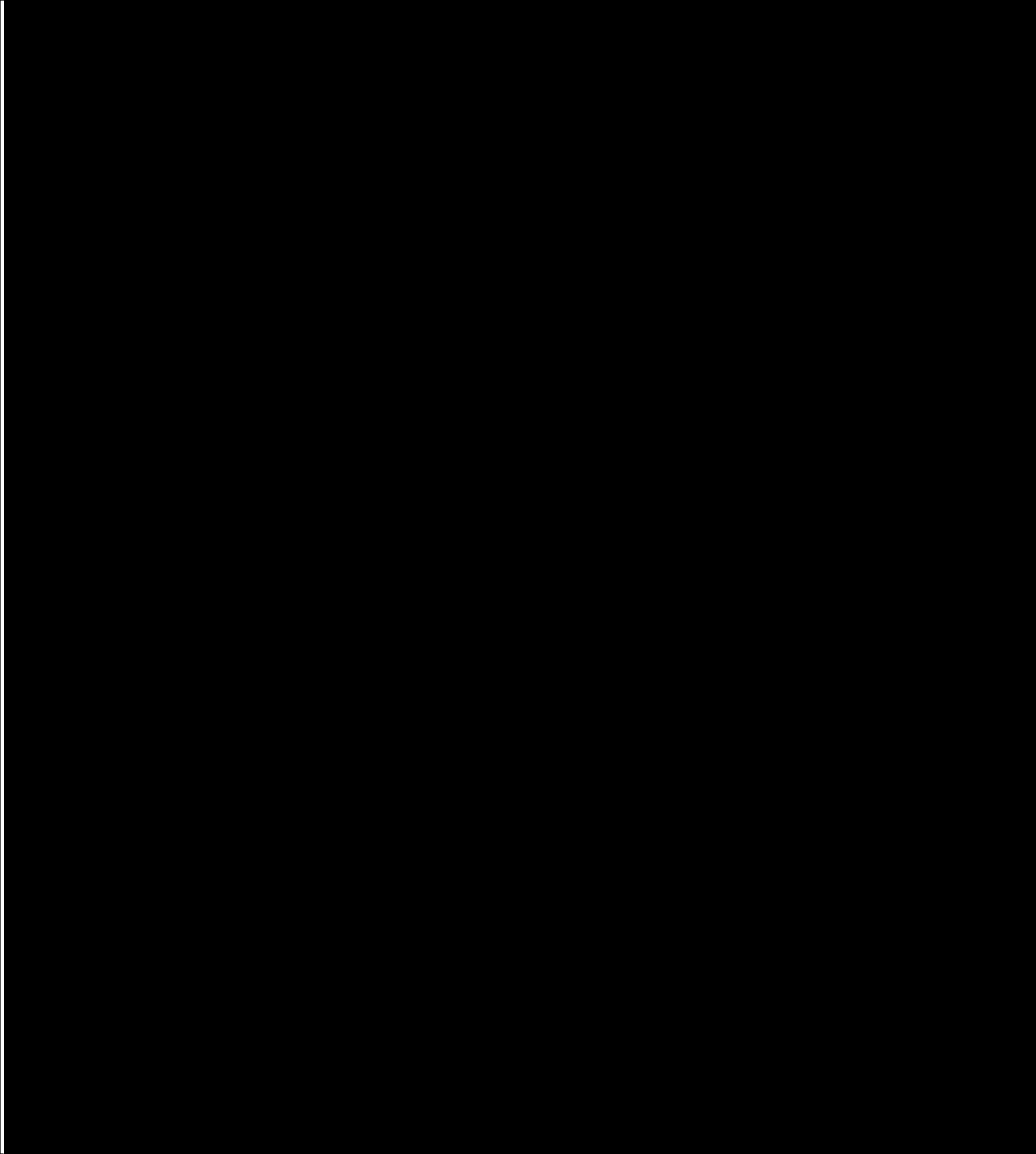




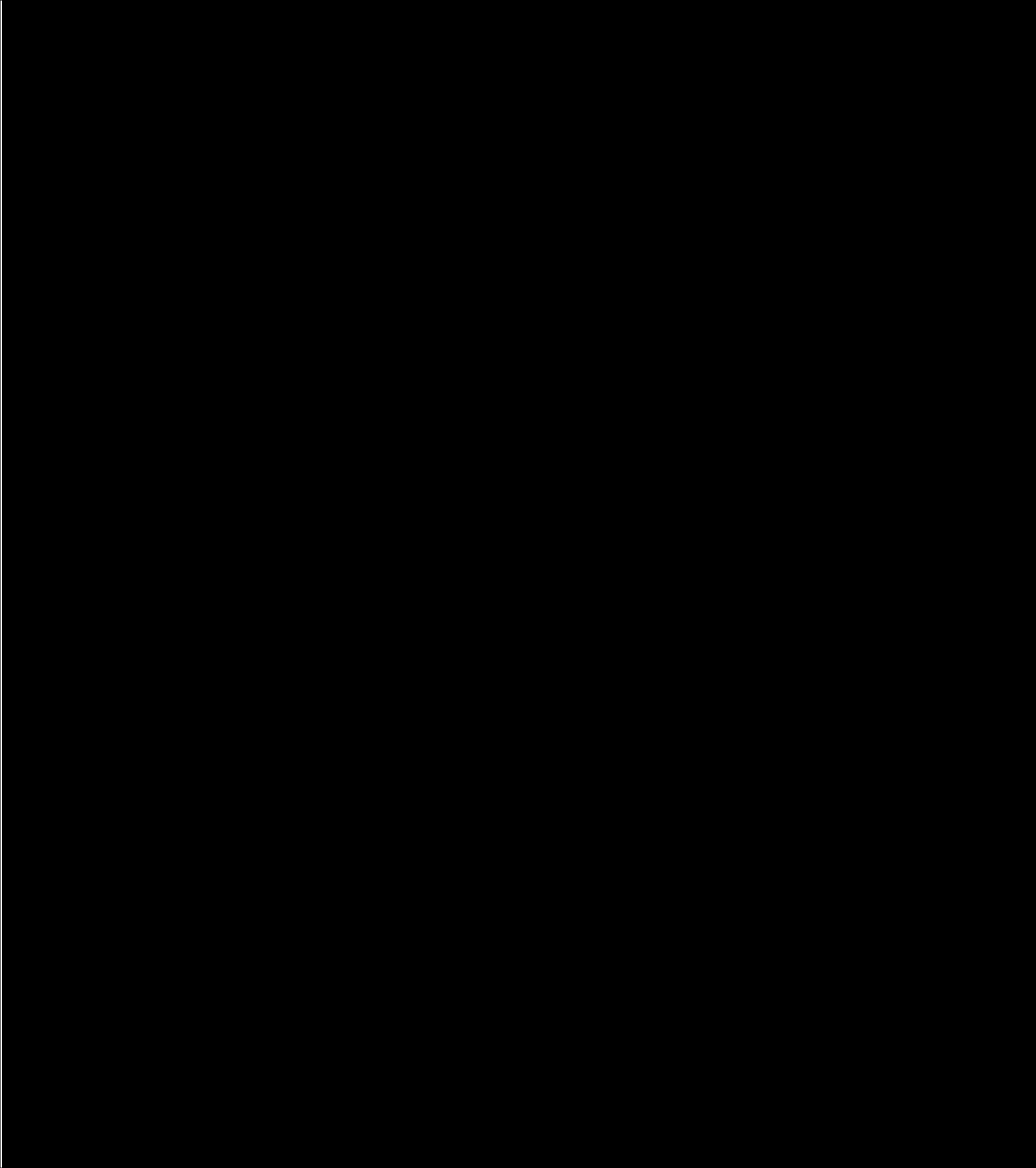






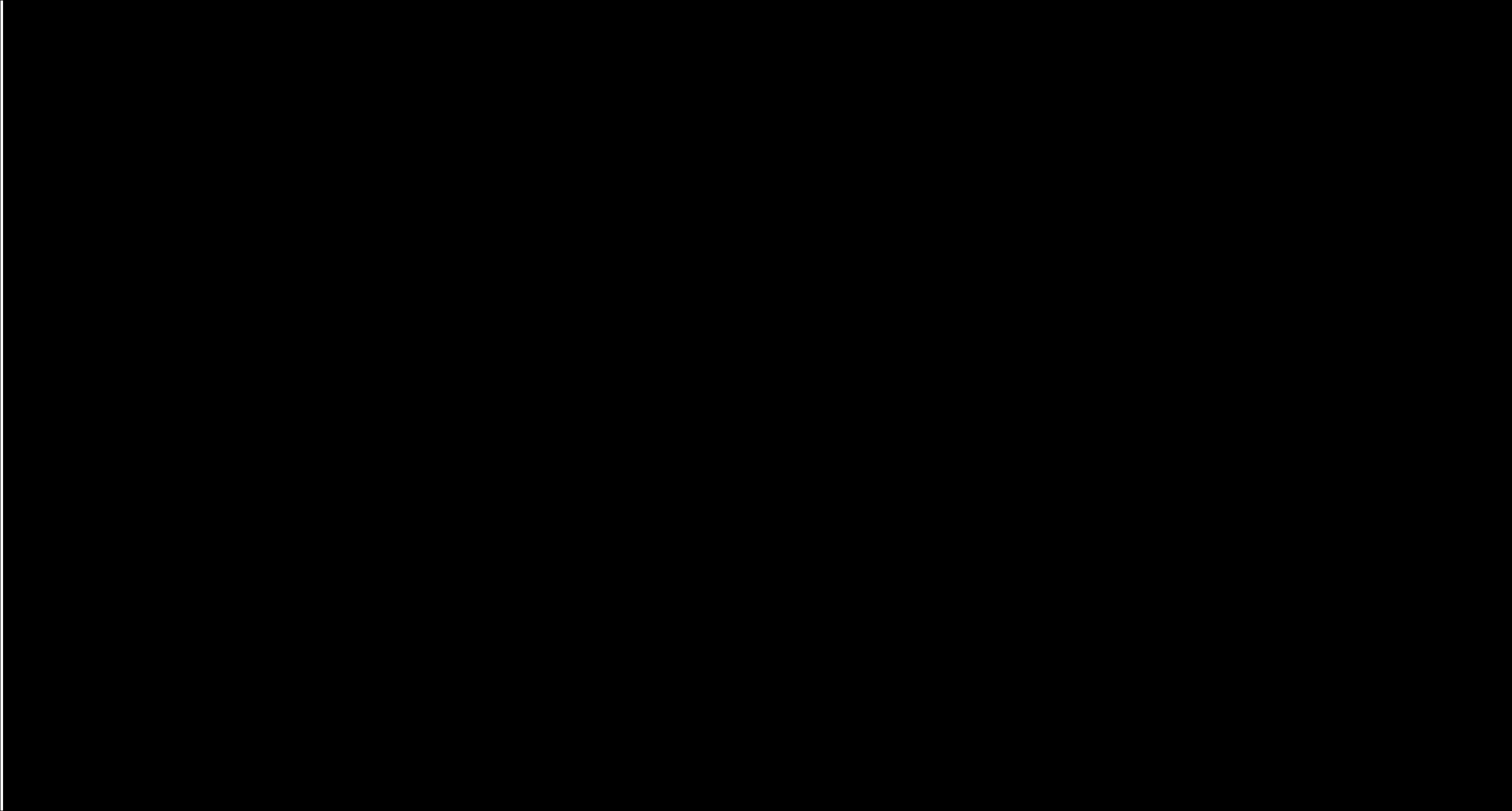


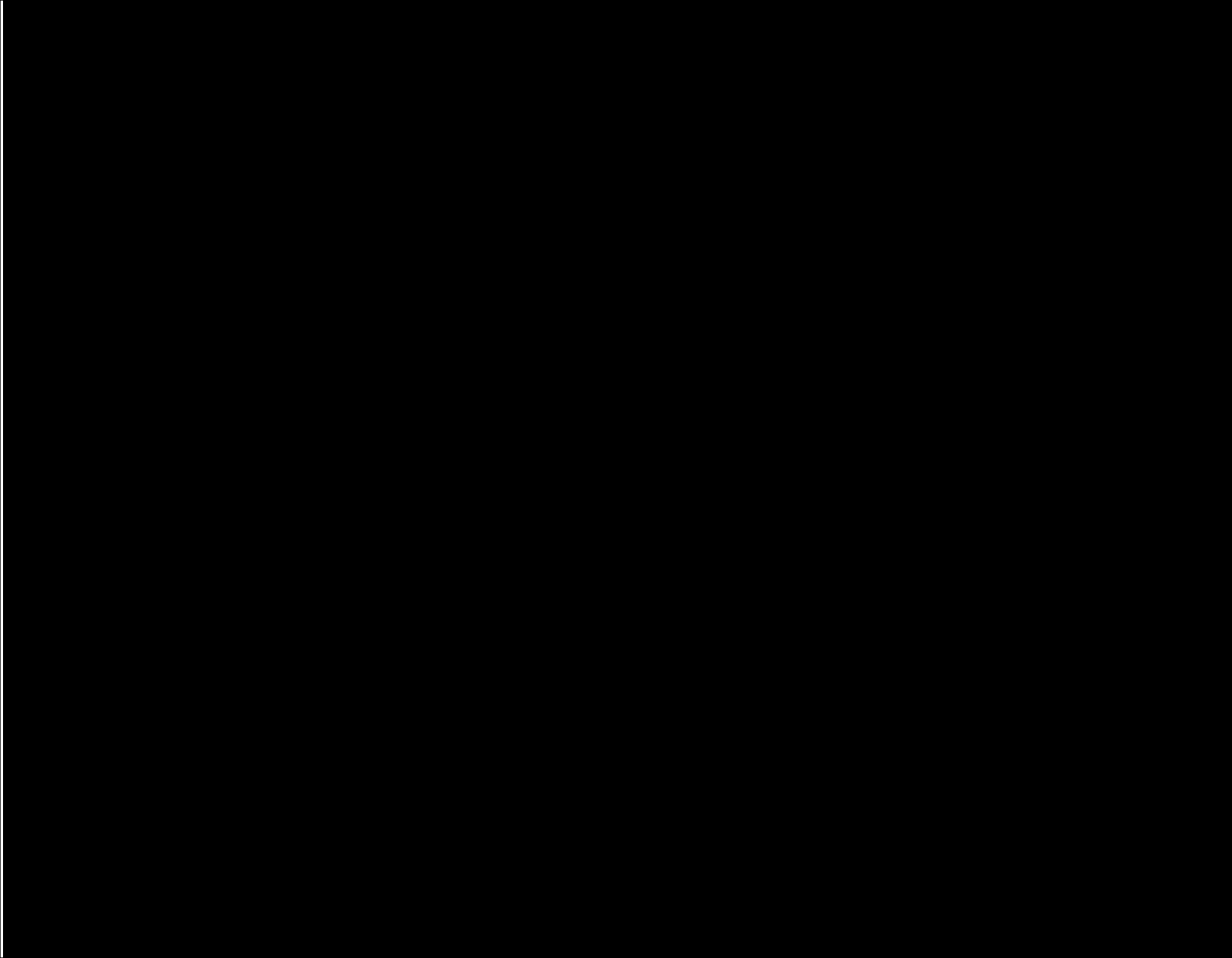






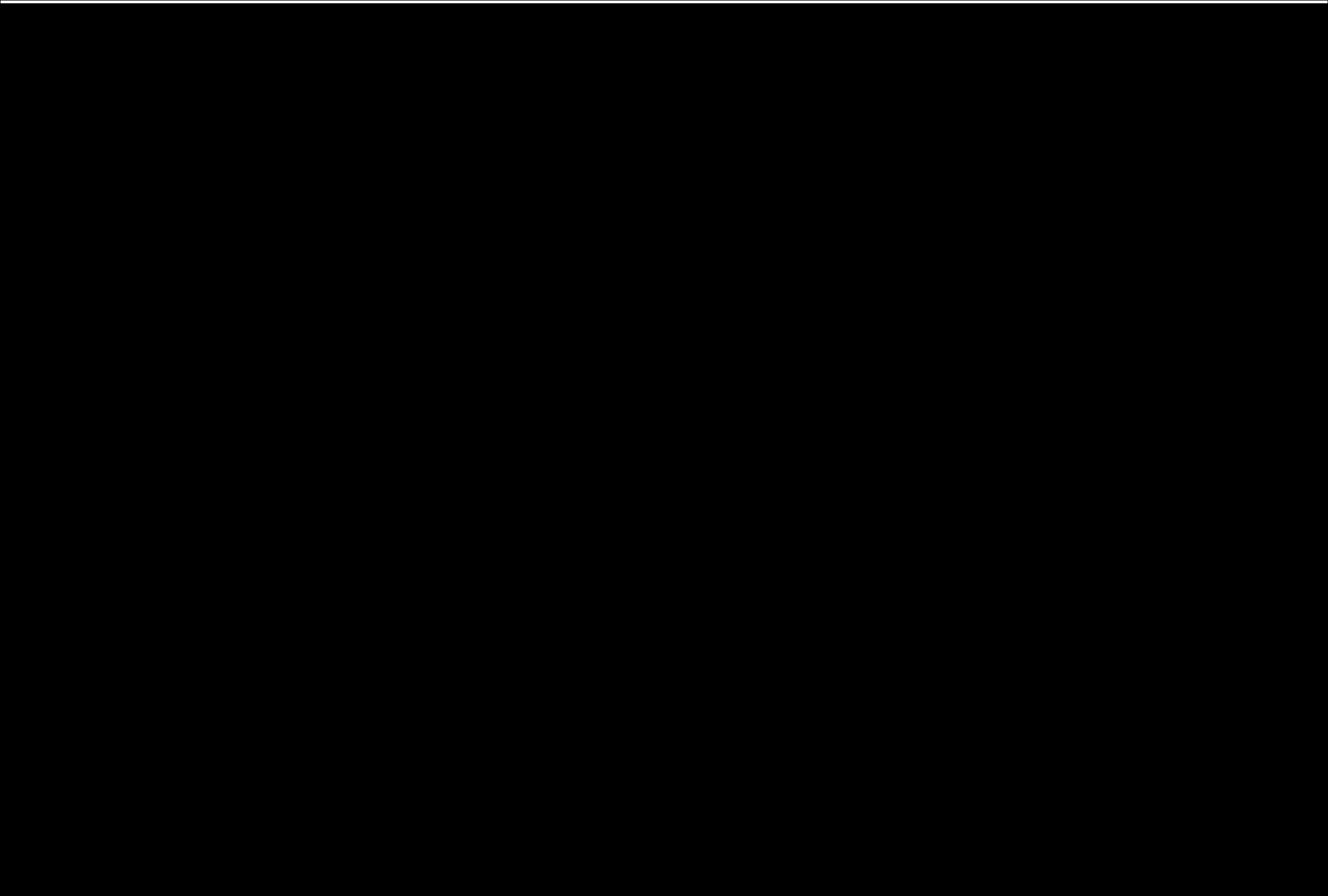




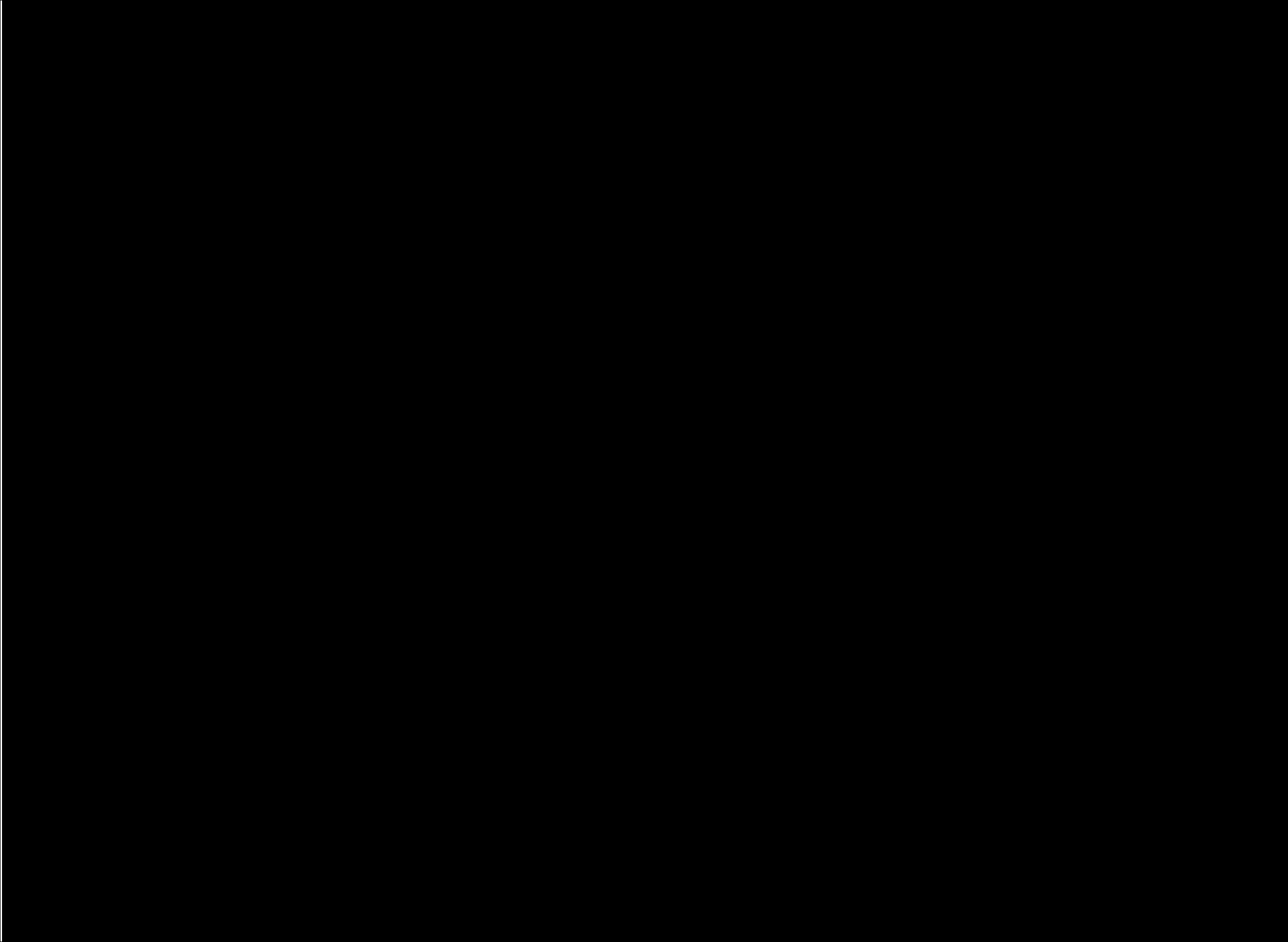


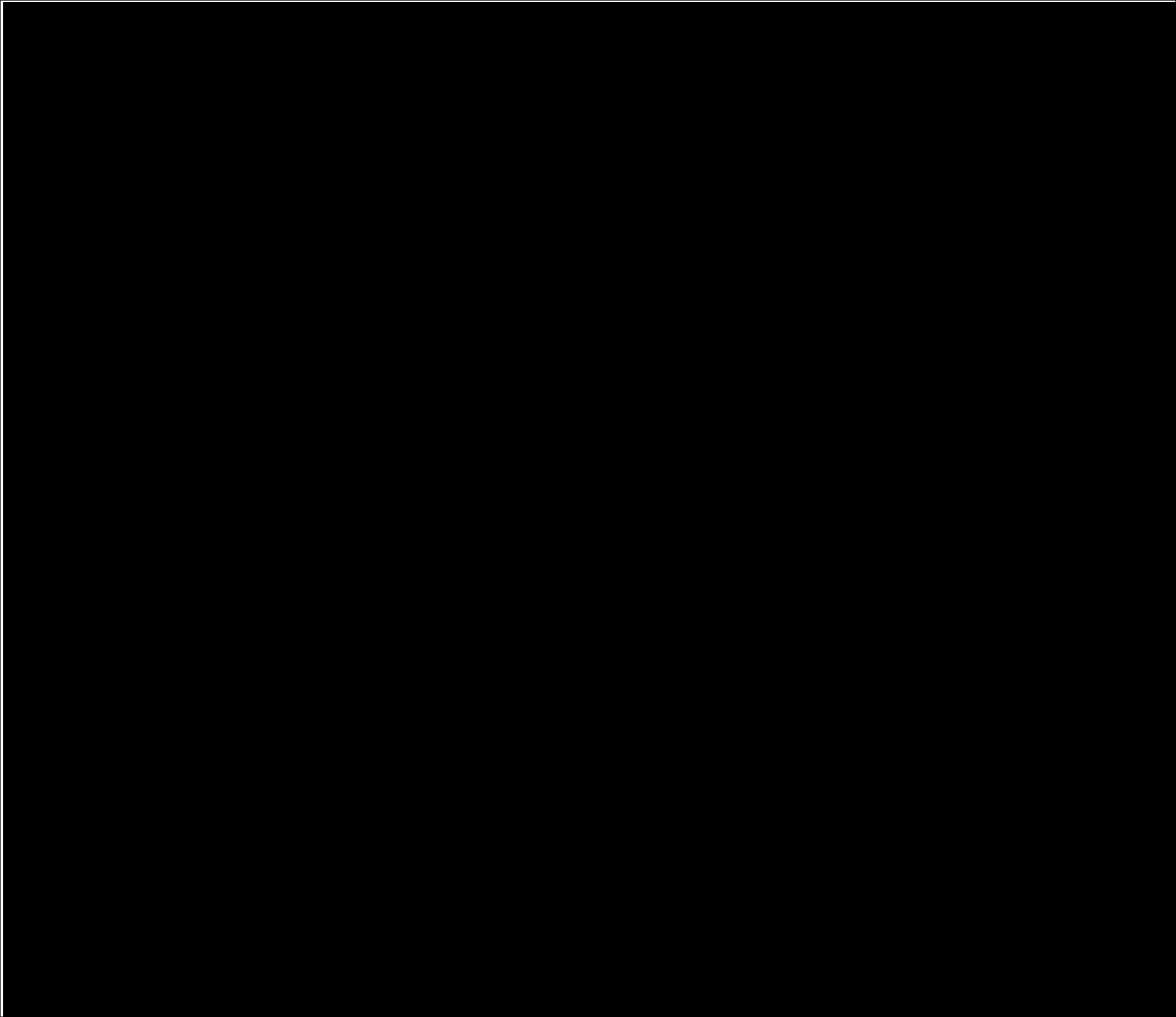


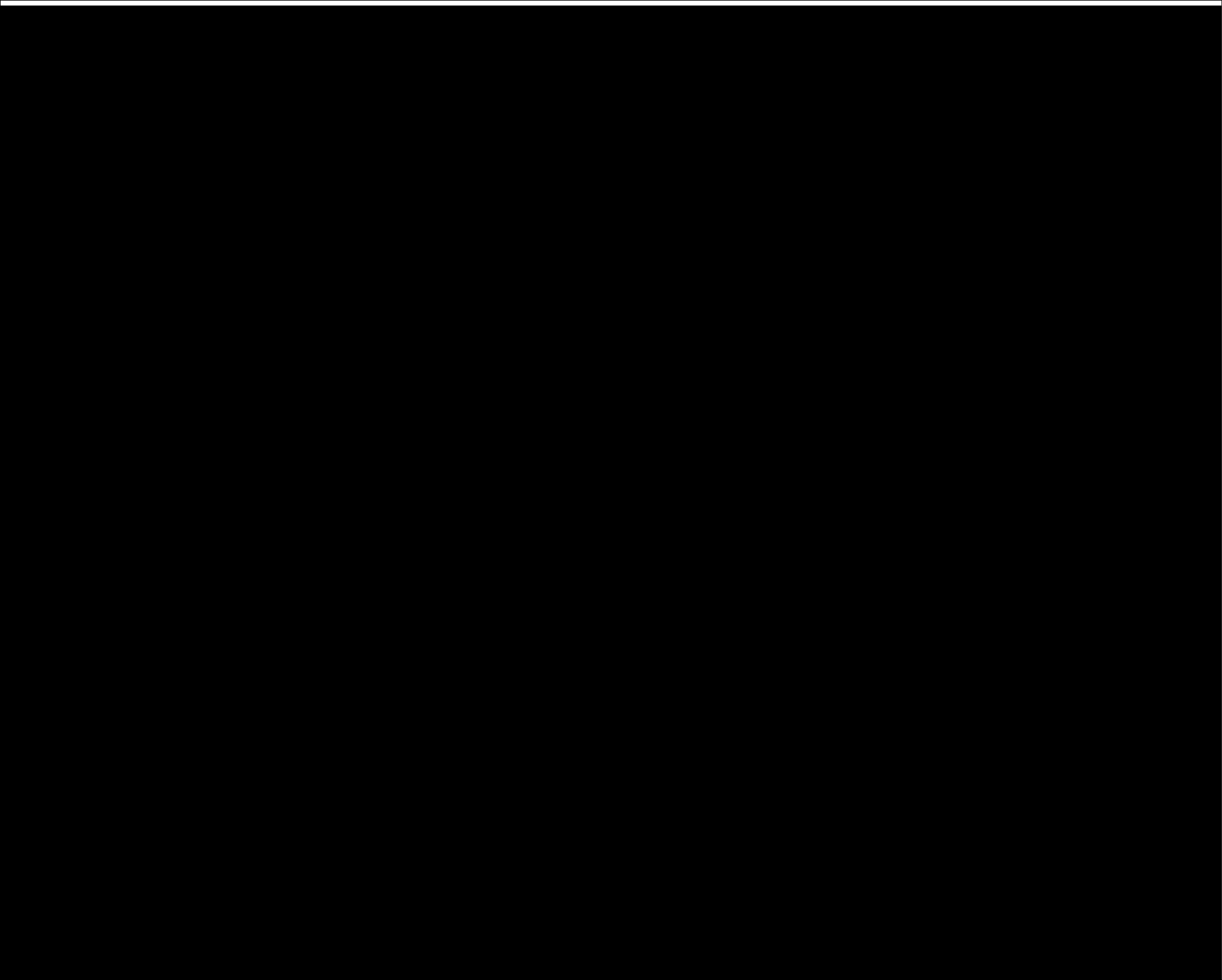






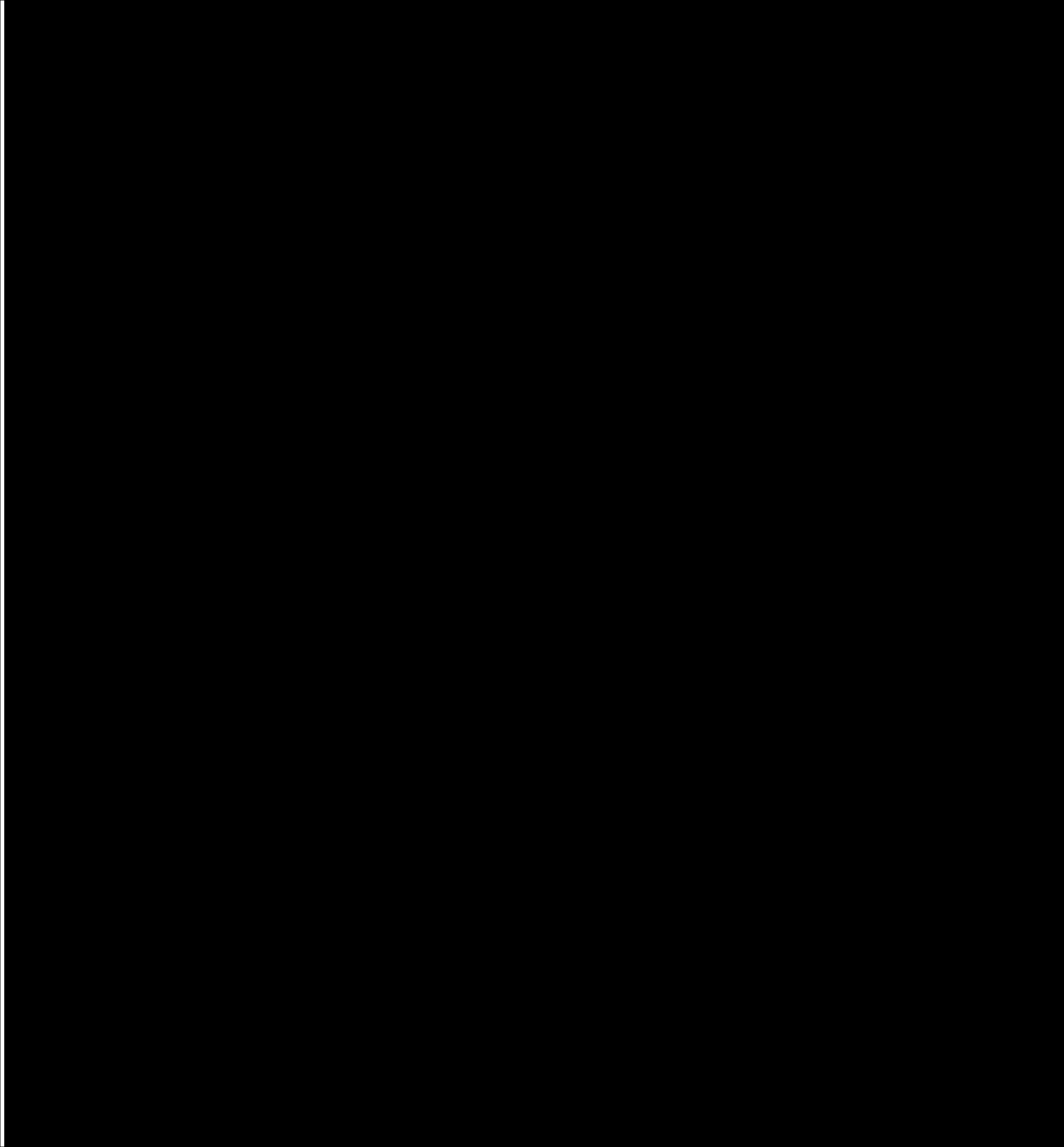


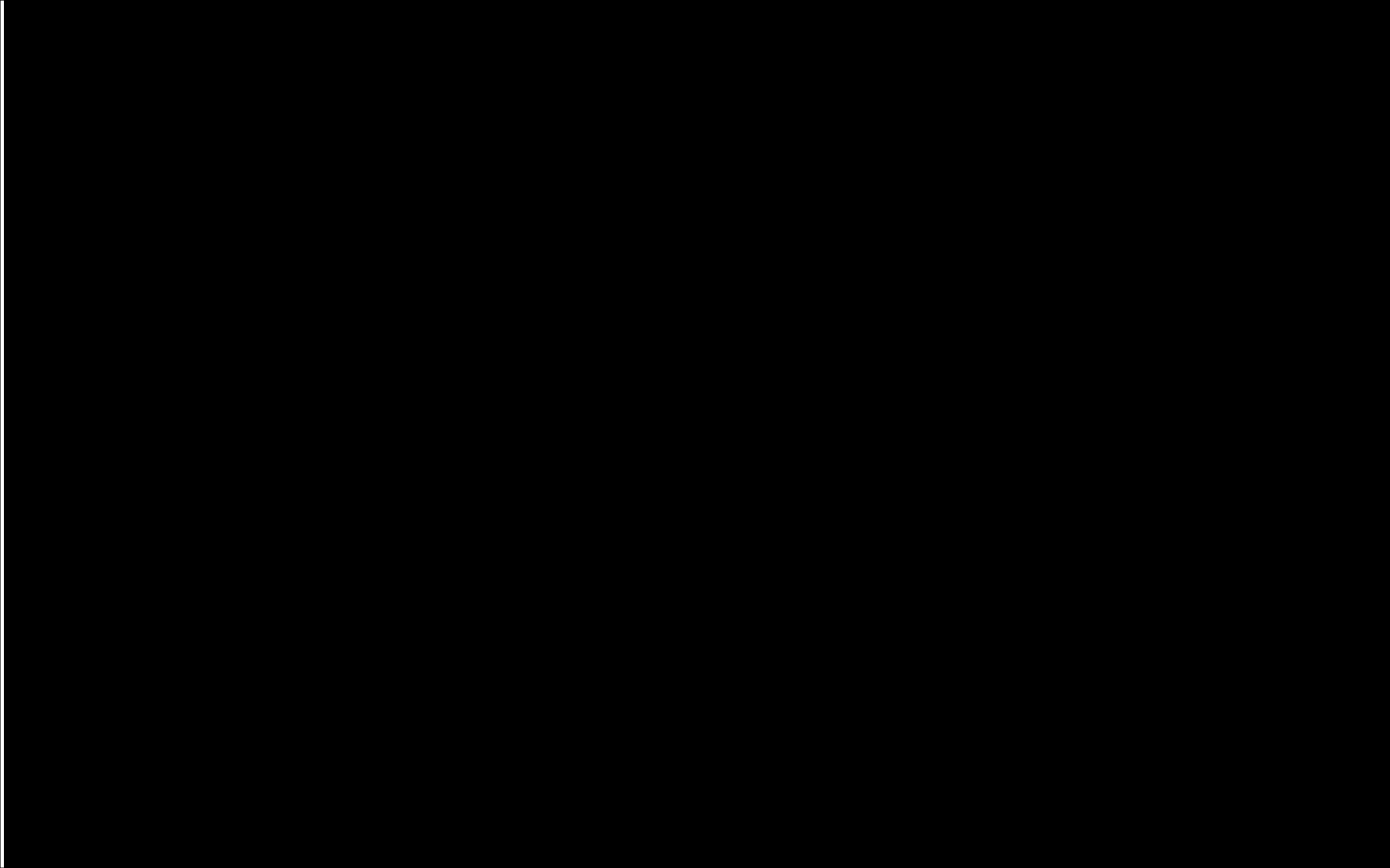


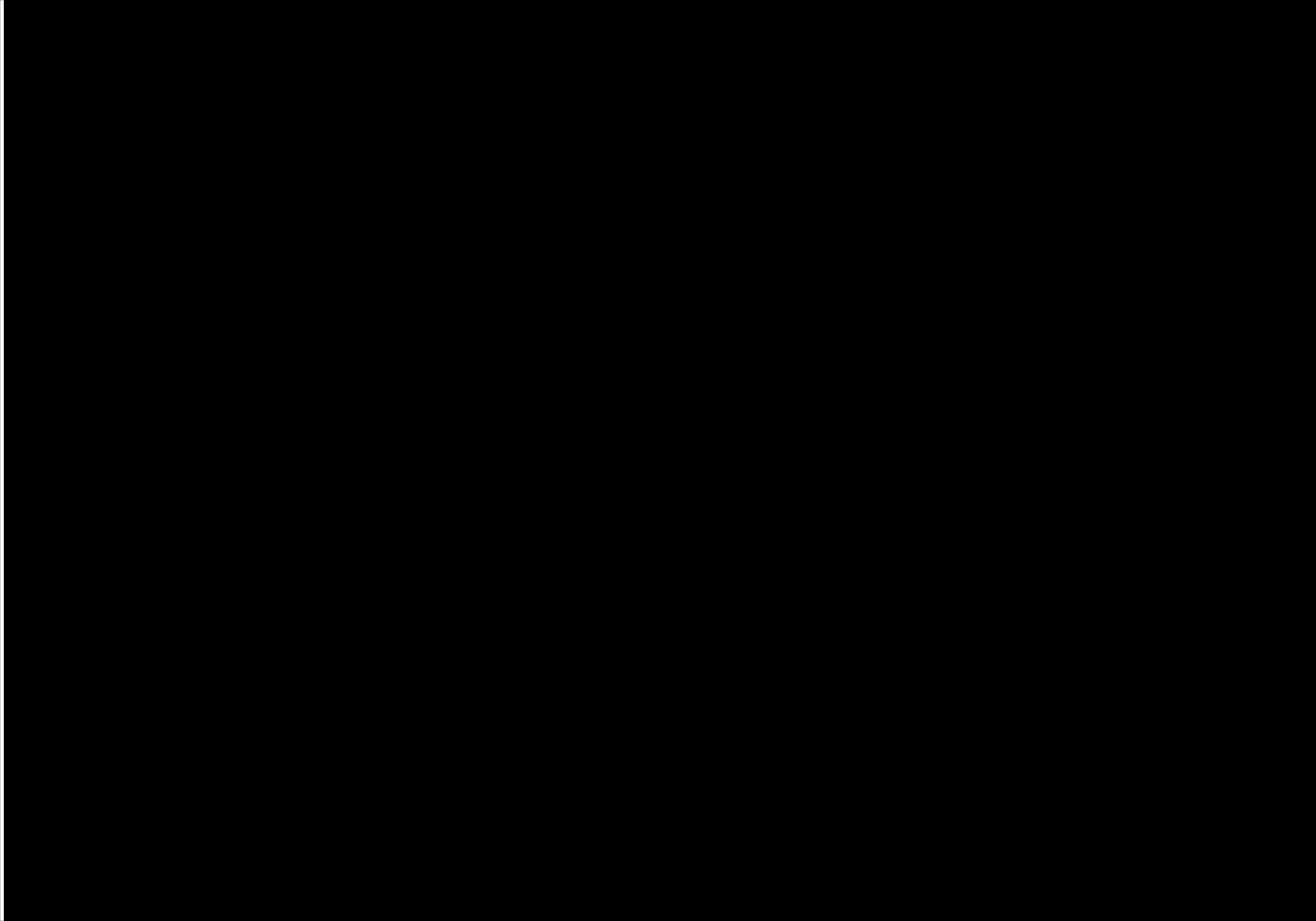




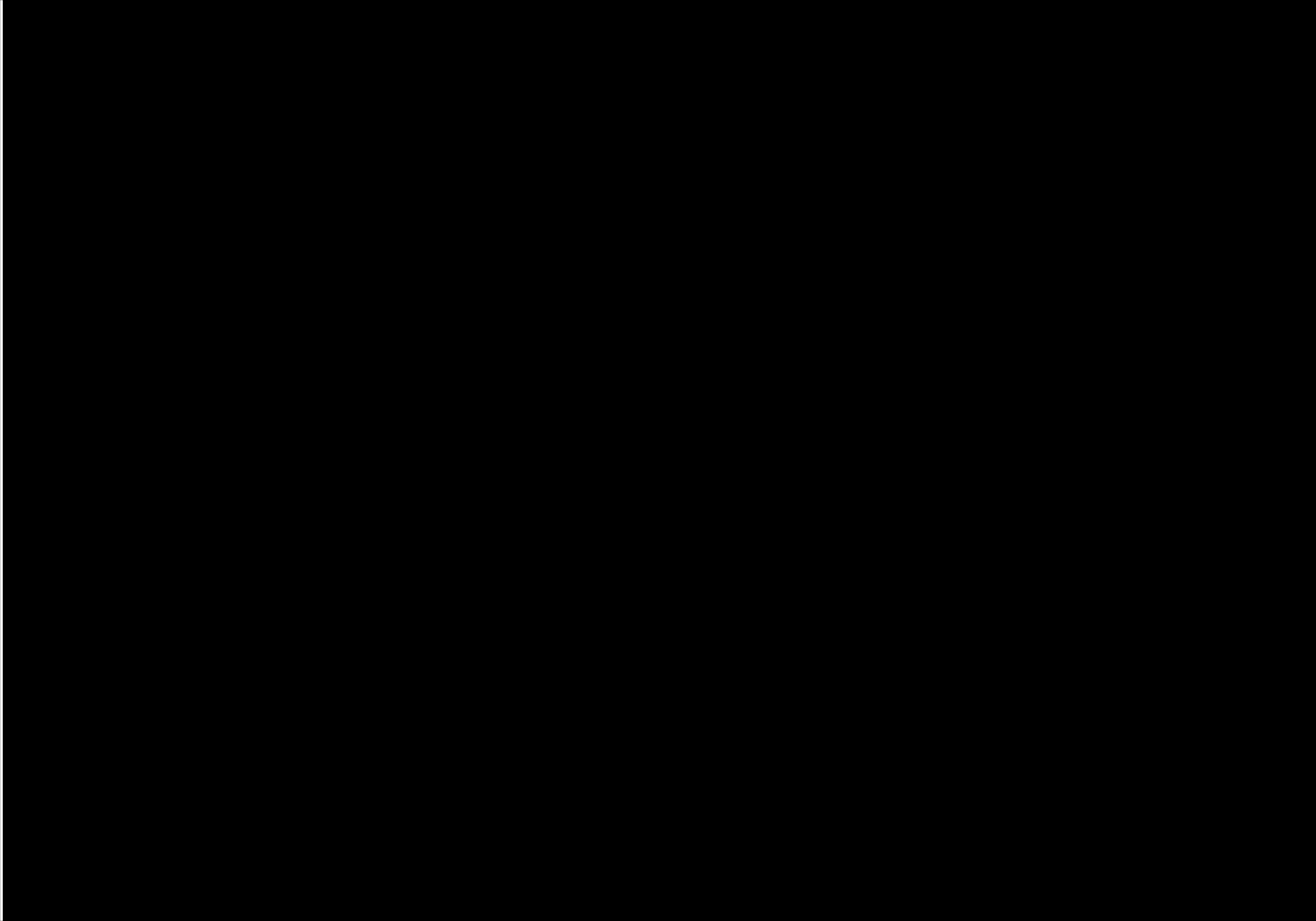














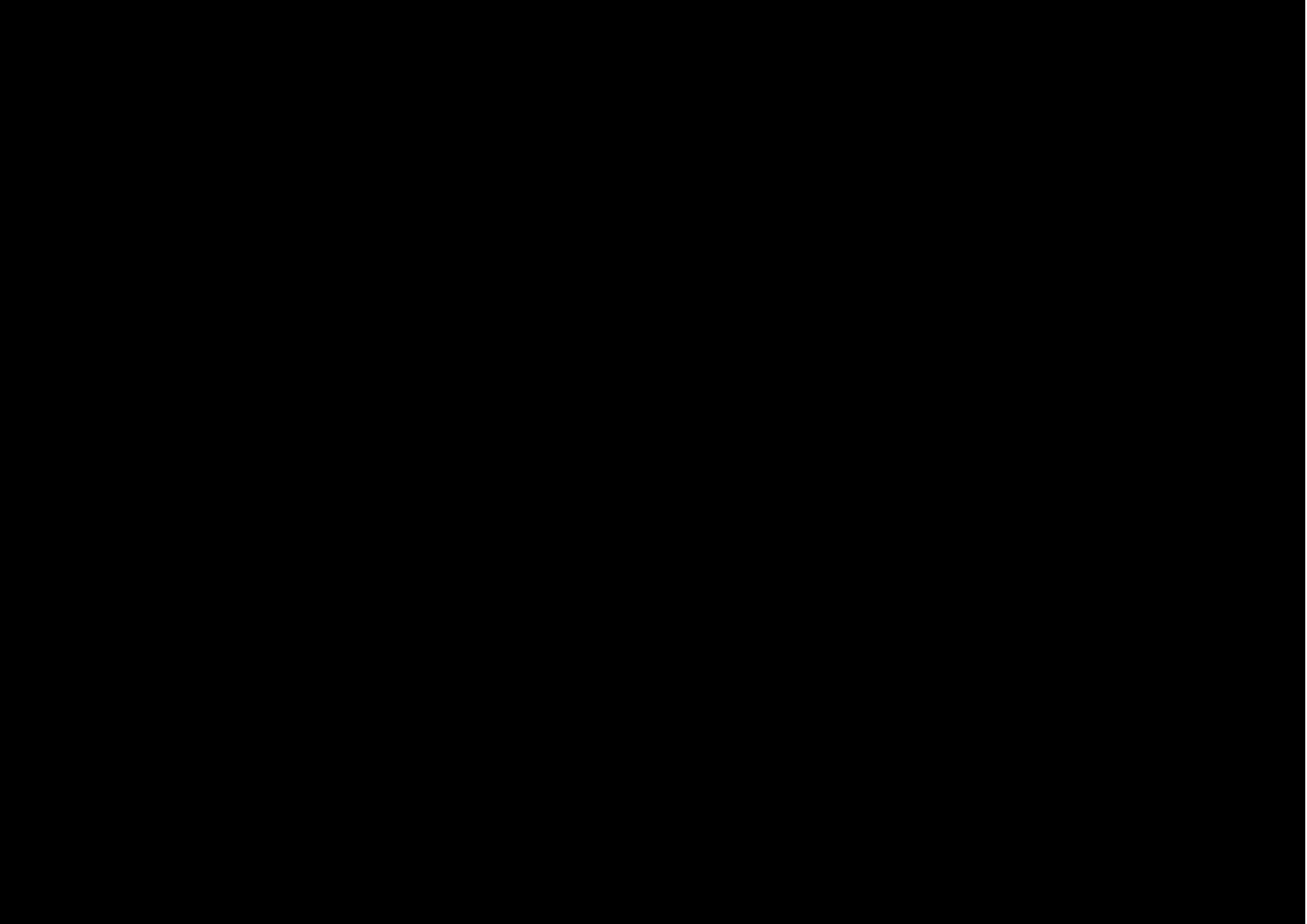




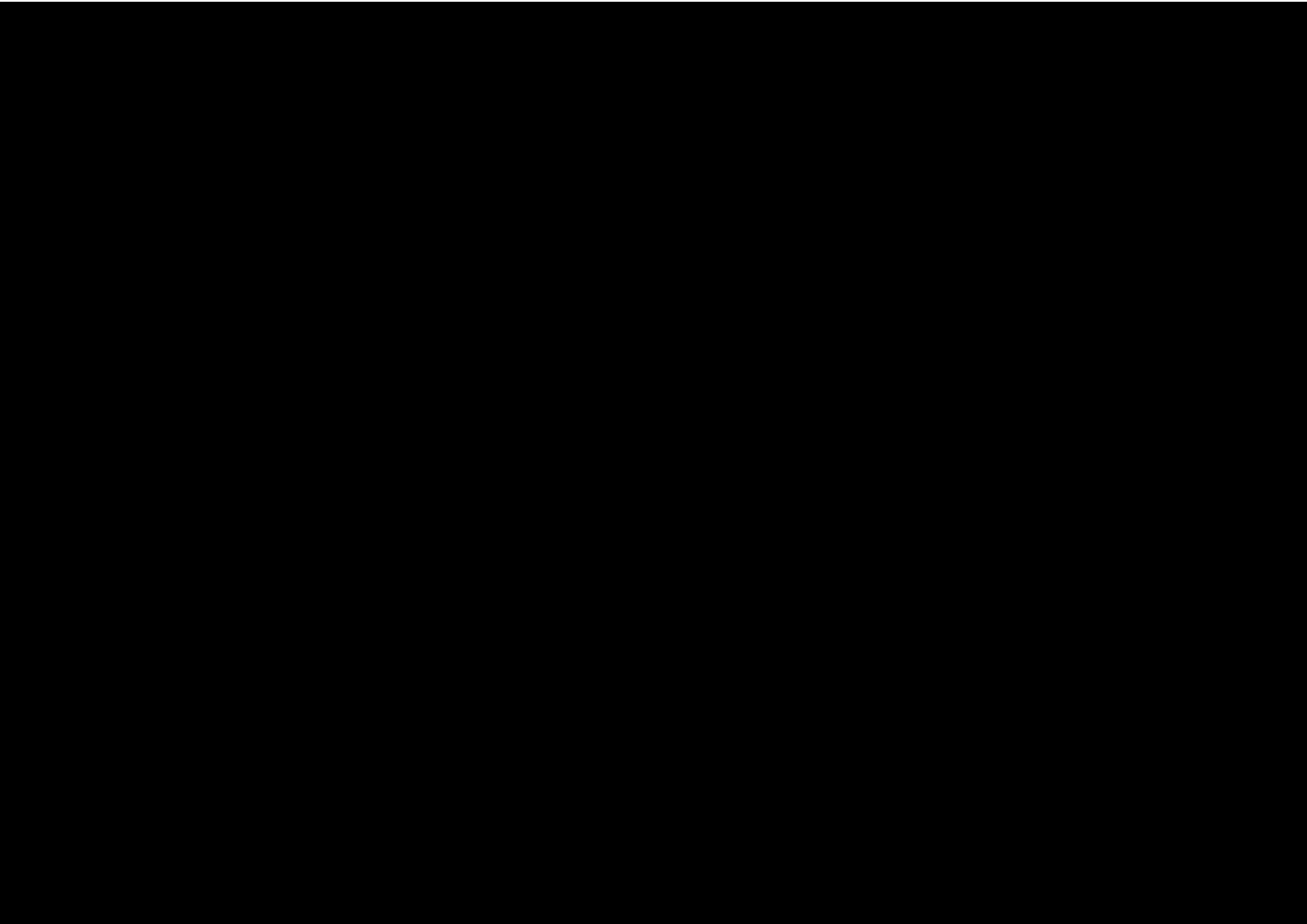


















































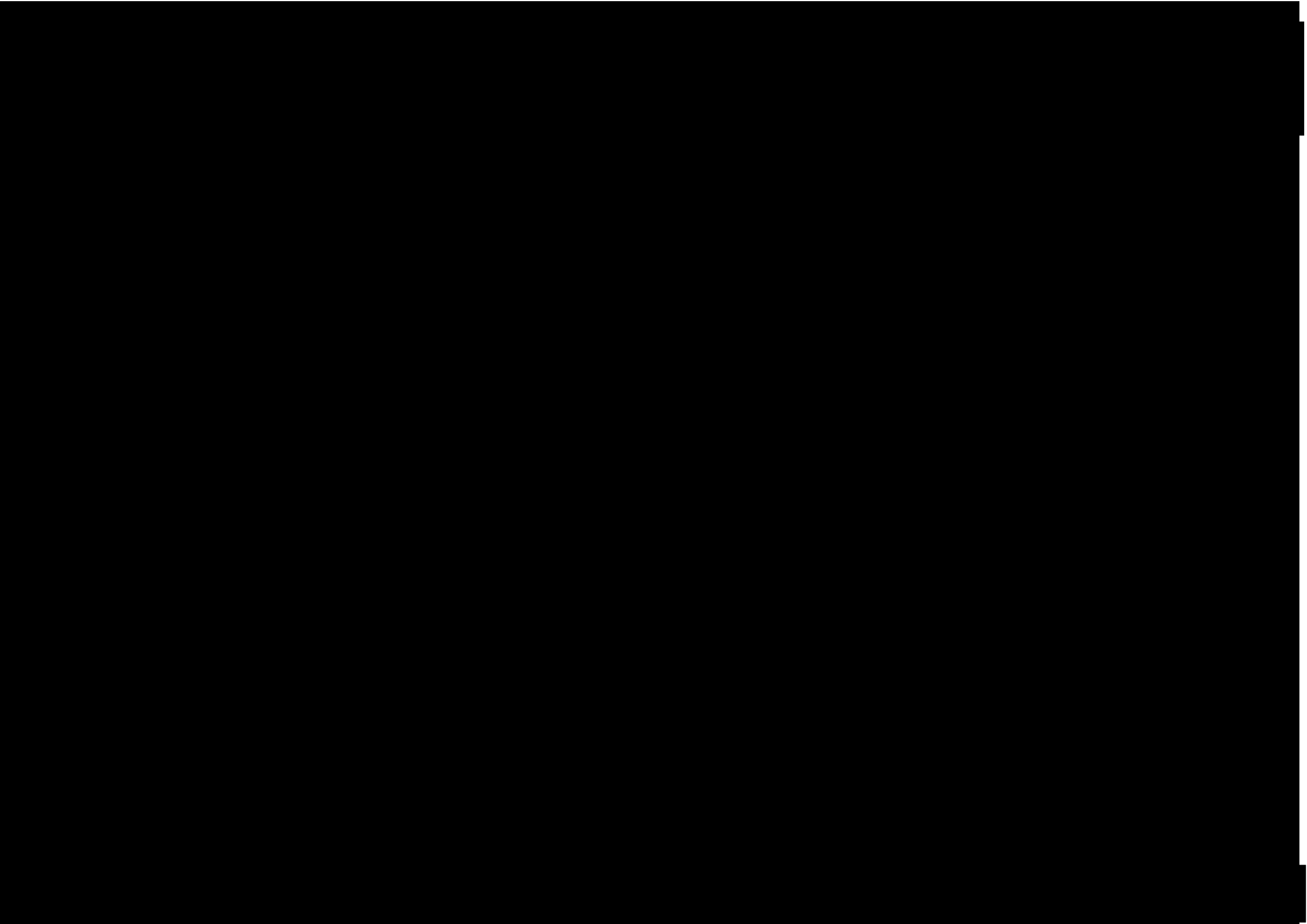














































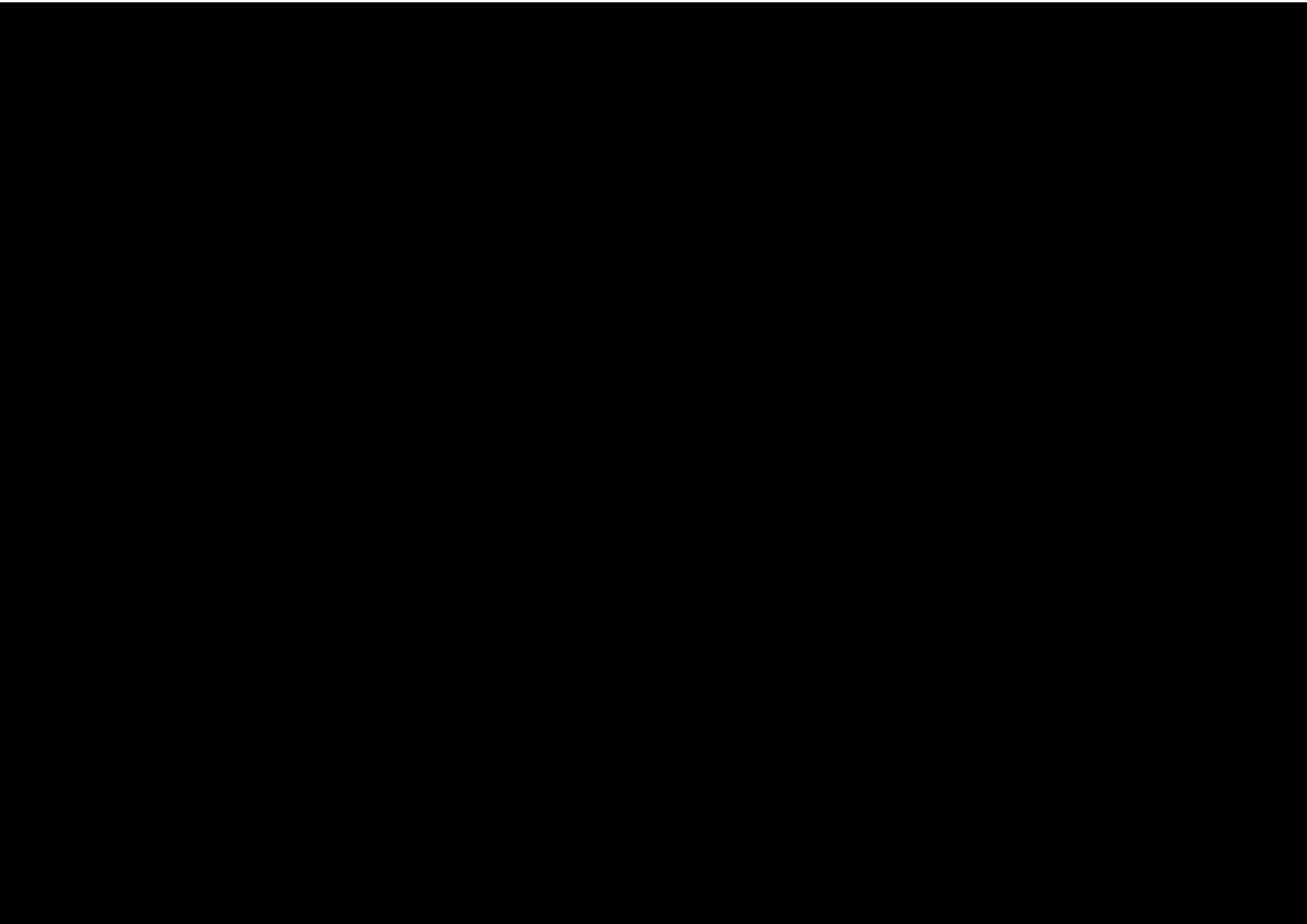










































































































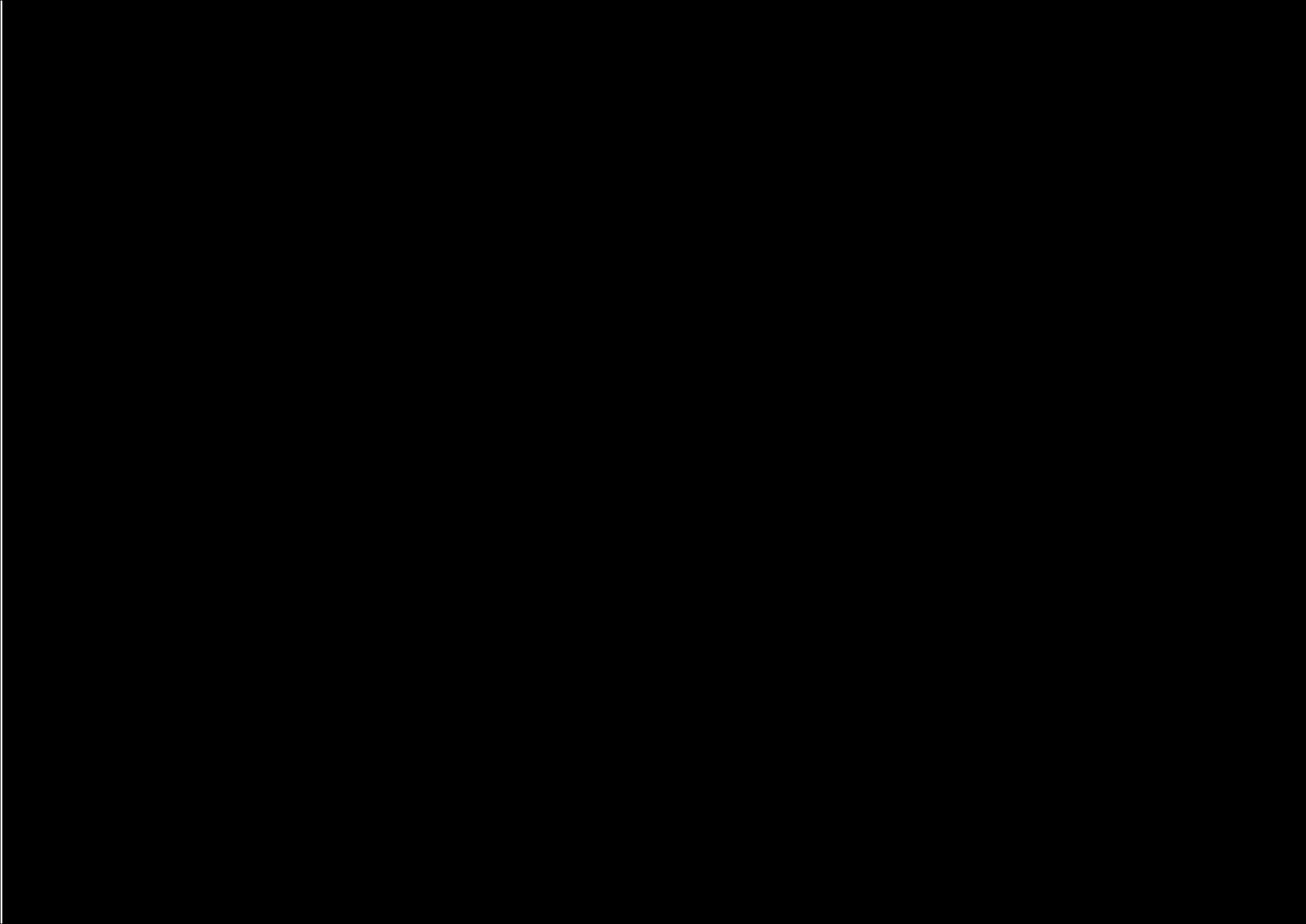




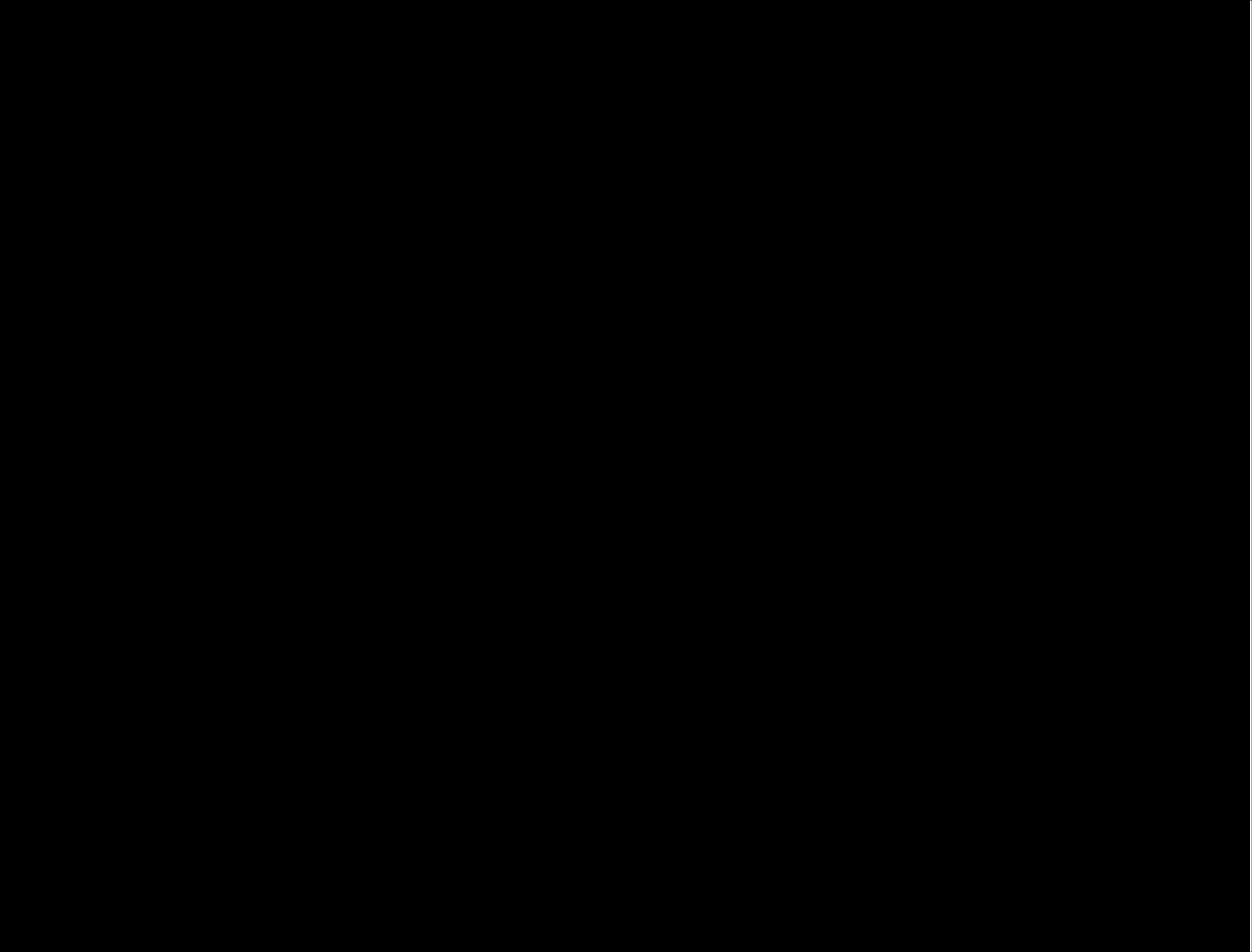






































































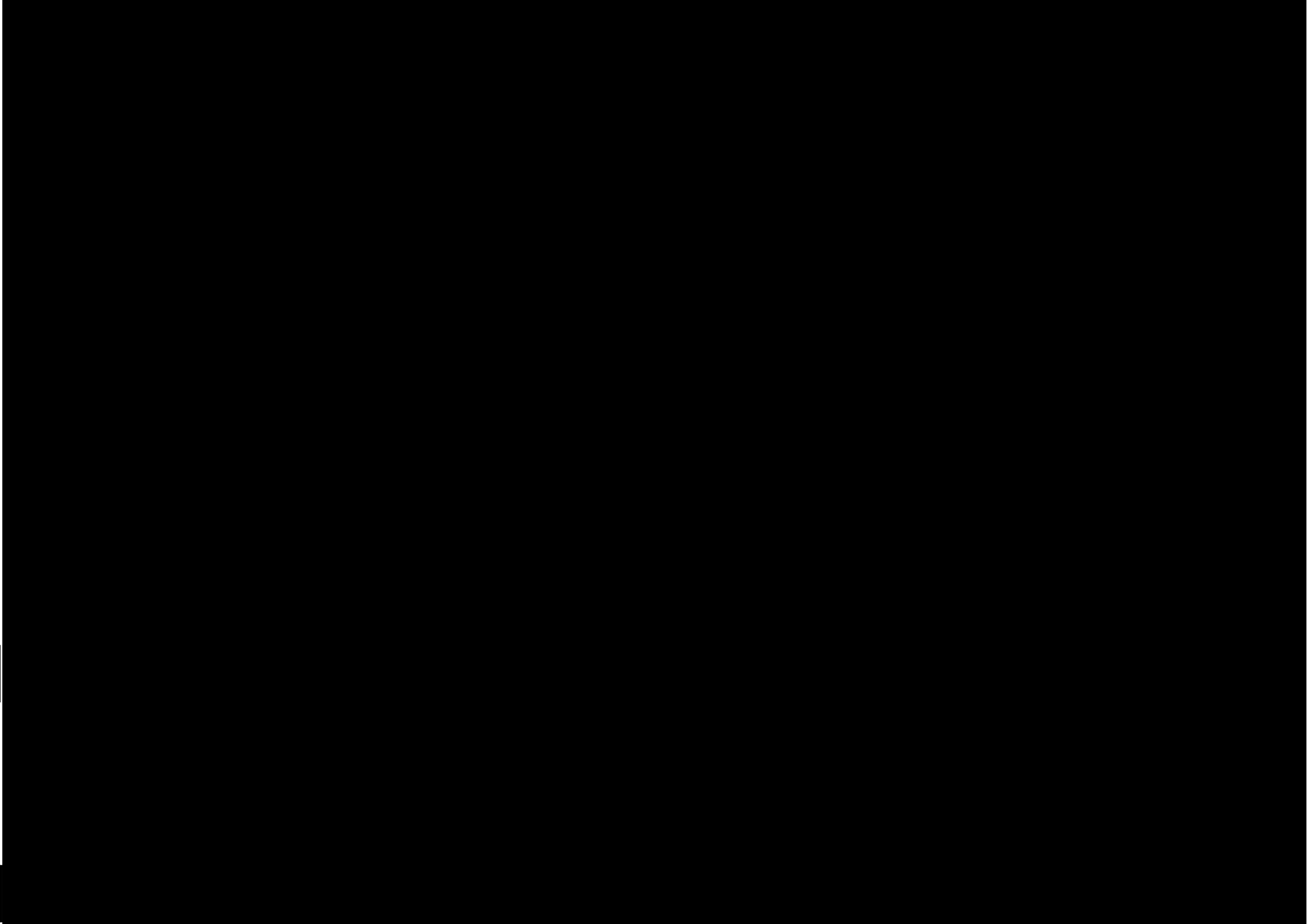




















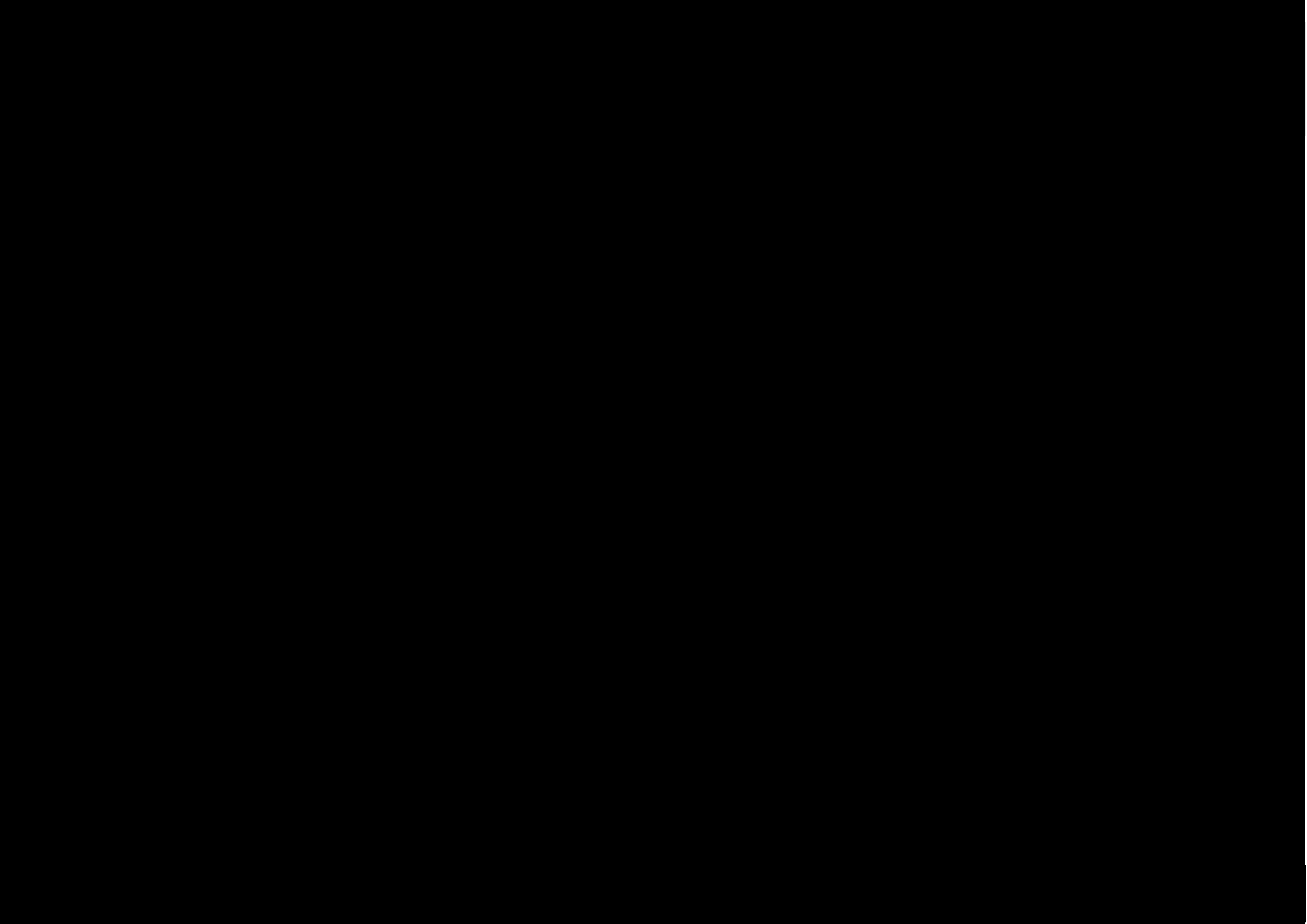
















































































































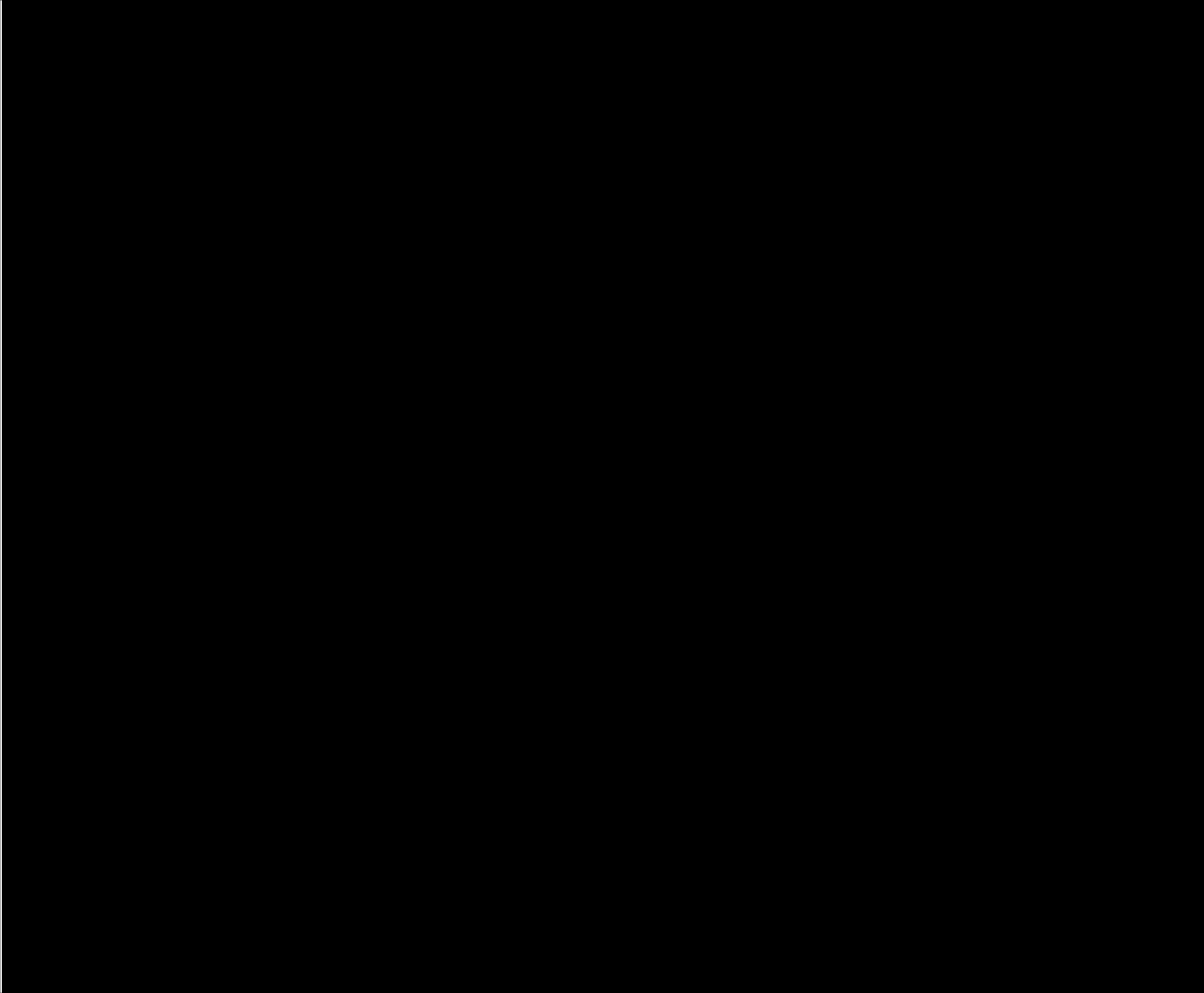










































































































































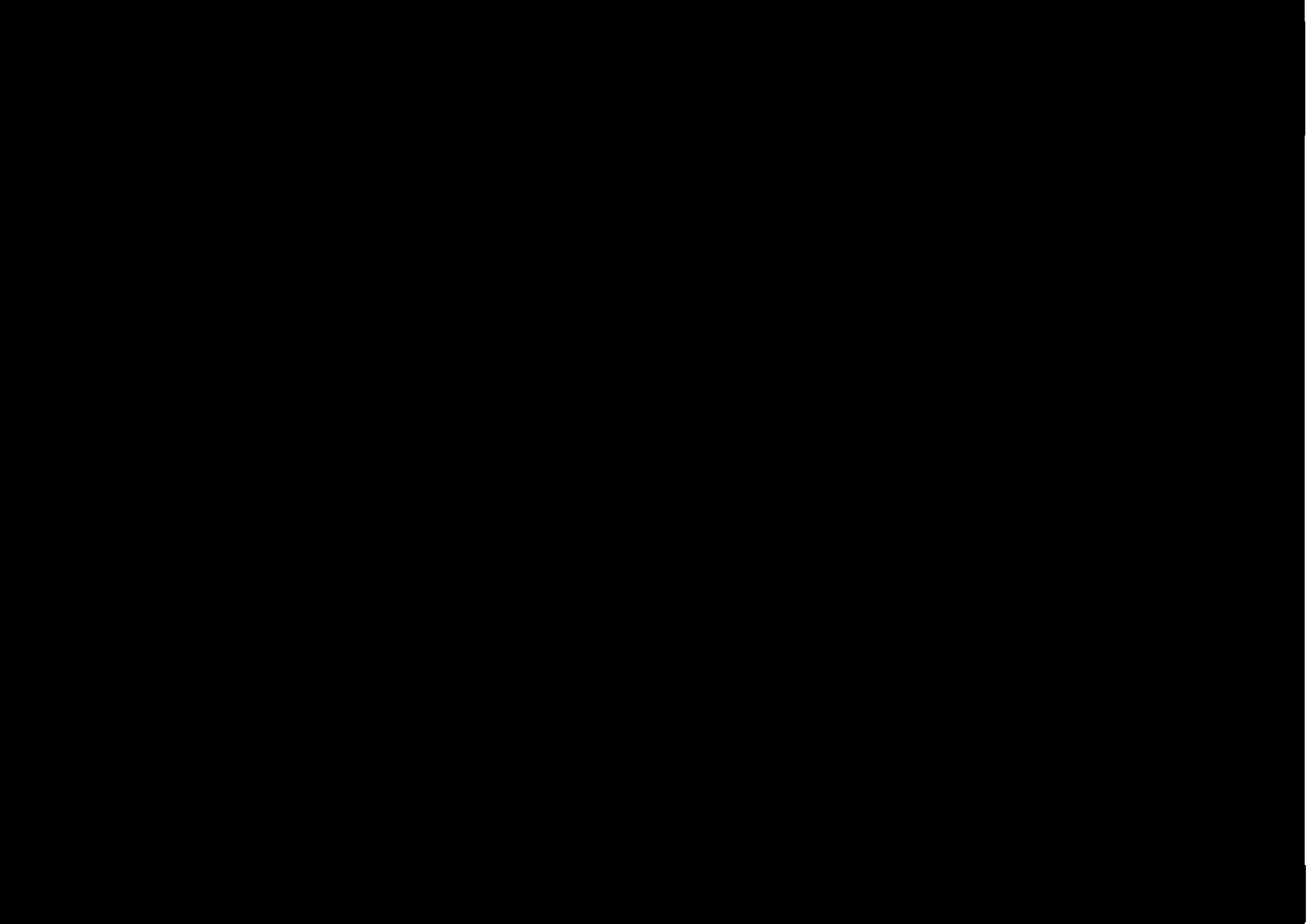




































**APPENDIX 13**  
**INTEGRATION ARCHITECTURE AND STRATEGY**



















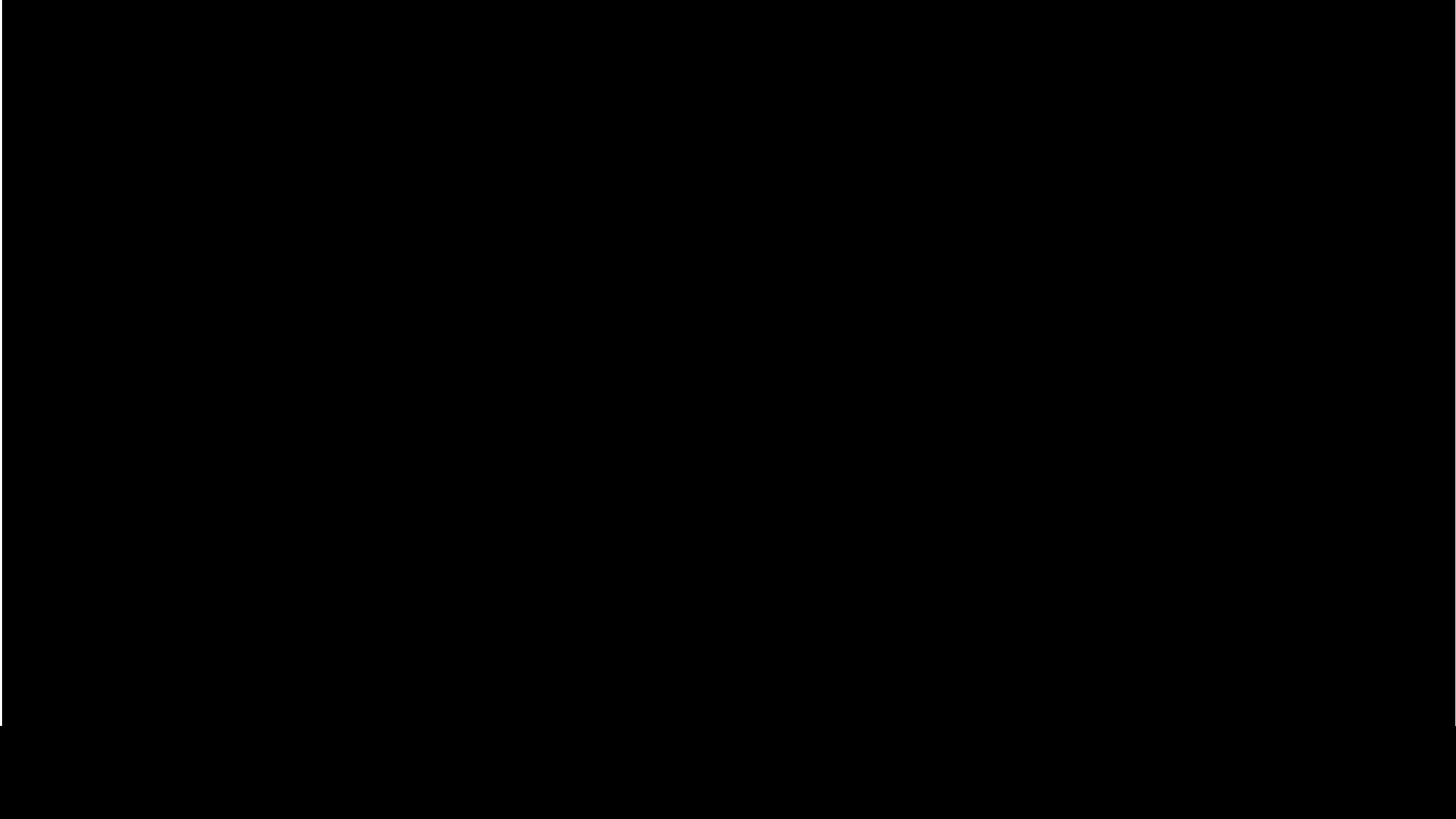






















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Technology Solution and Systems Integration Services

**Schedule 2 – Service Description**

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**APPENDIX 14**

**"TO BE" TECH LANDSCAPE**





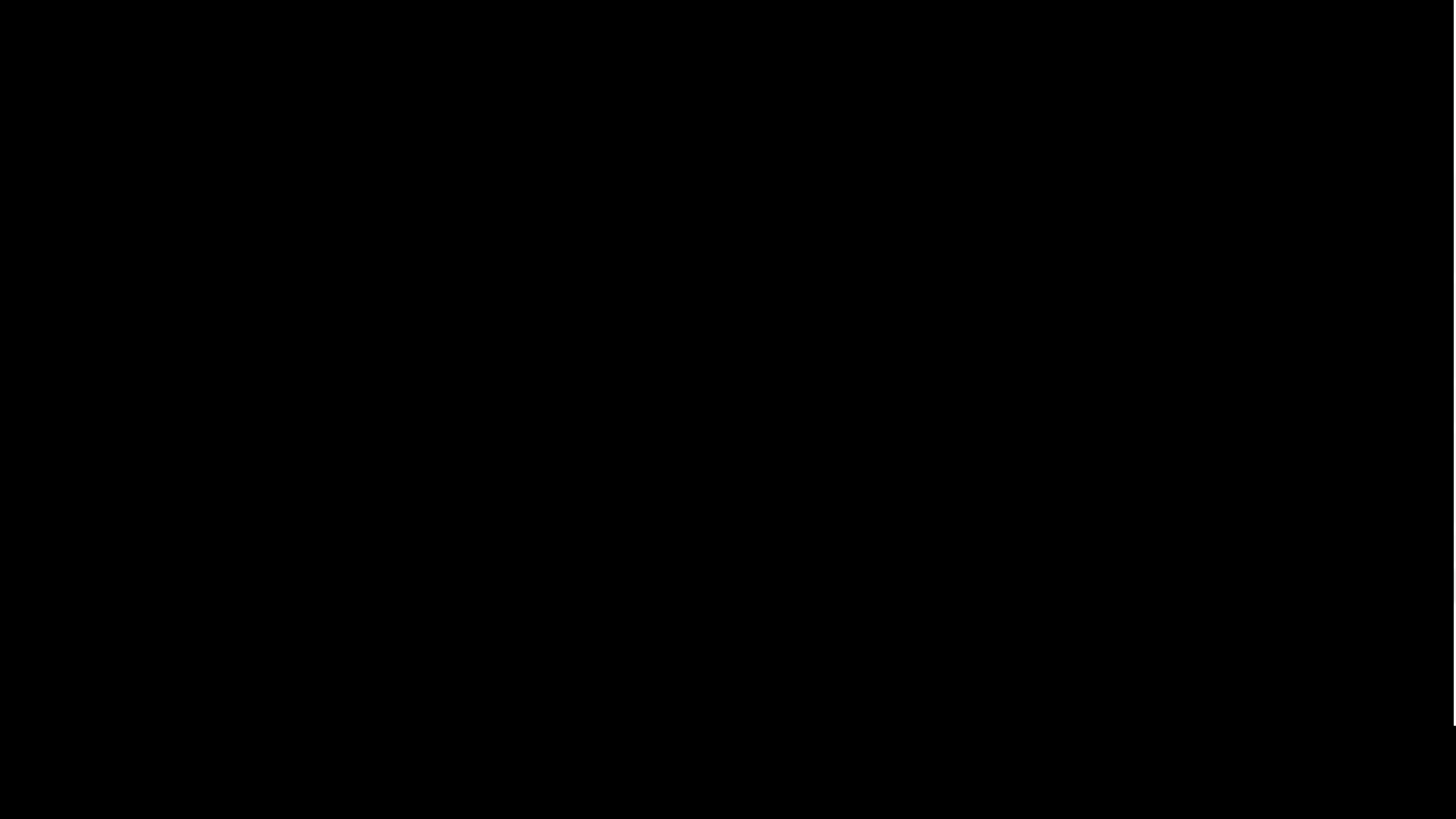


































**APPENDIX 15**  
**ENTERPRISE-WIDE DESIGN DECISIONS**













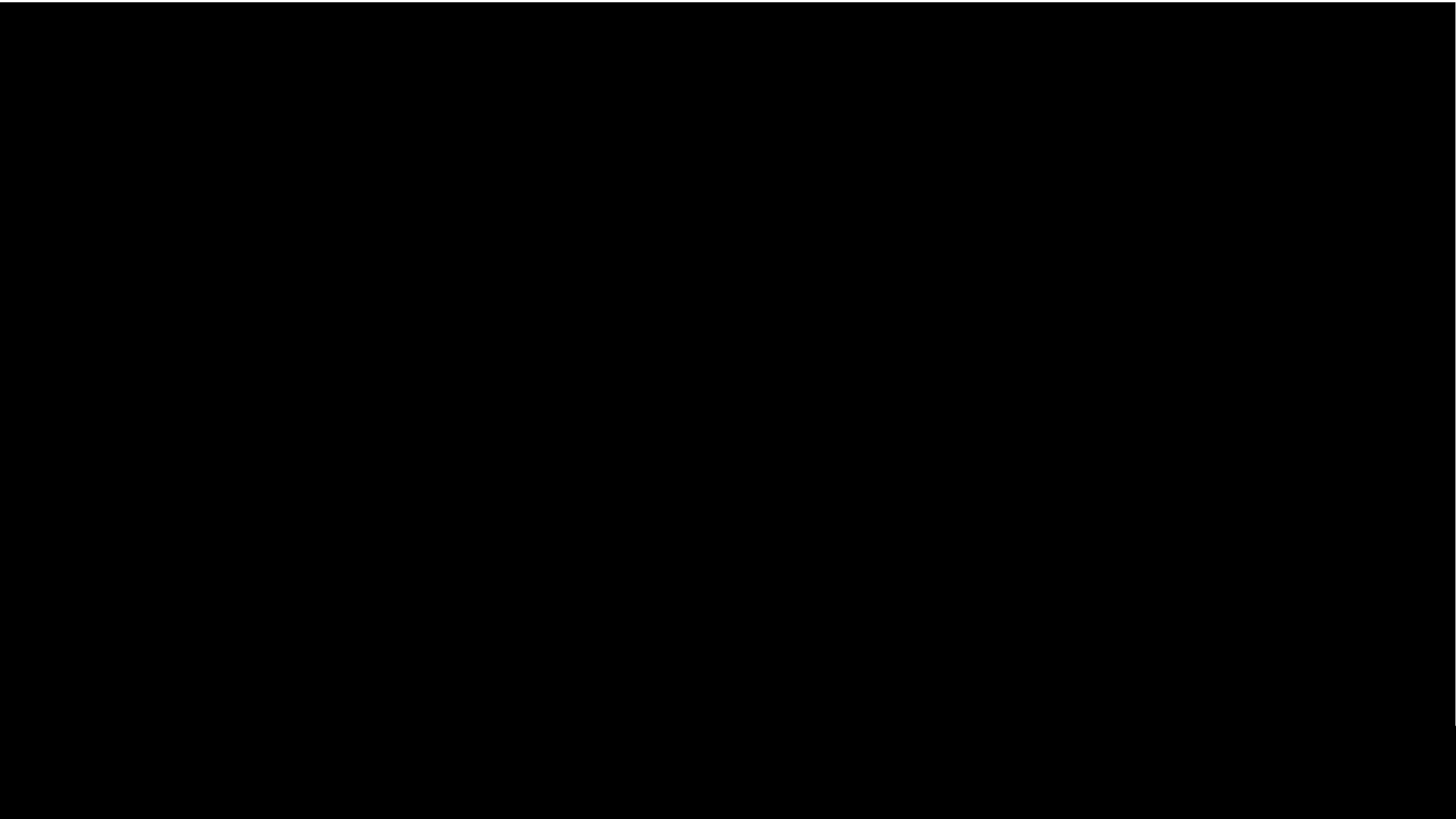




























































**APPENDIX 16**  
**ACCEPTABLE USAGE POLICY**

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# **SCHEDULE 3**

## **PERFORMANCE LEVELS**

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**Schedule 3 – Performance Levels**

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**1** DEFINITIONS

1.1 In this Schedule, the following definitions shall apply:

<b>“End User”</b>	any person authorised by the Authority to use the IT Environment and/or the Services;
<b>“Help Desk”</b>	the single point of contact help desk set up and operated by the Supplier for the purposes of this Contract;
<b>“Performance Monitoring Report”</b>	has the meaning given in Paragraph 1.1(a) of Part B;
<b>“Performance Review Meeting”</b>	the regular meetings between the Supplier and the Authority to manage and review the Supplier's performance under this Contract, as further described in Paragraph 1.5 of Part B;
<b>“Repeat KPI Failure”</b>	has the meaning given in Paragraph 3.1 of Part A;
<b>“Satisfaction Survey”</b>	has the meaning given in Paragraph 6.1 of Part B of Annex 1; and
<b>“Service Downtime”</b>	any period of time during which any of the Services are not Available.

## **Part A: Performance Indicators and Service Credits**

### **1. PERFORMANCE INDICATORS**

- 1.1** Annex 1 sets out the Key Performance Indicators and Subsidiary Performance Indicators which the Parties have agreed shall be used to measure the performance of the Services and Social Value by the Supplier.
- 1.2** The Supplier shall monitor its performance against each Performance Indicator as set out herein and shall send the Authority a report detailing the level of service actually achieved in accordance with Part B.
- 1.3** Service Points, and therefore Service Credits, shall accrue for any KPI Failure and shall be calculated in accordance with Paragraphs 2, 3 and 5.

### **2. SERVICE POINTS**

- 2.1** If the level of performance of the Supplier during a Service Period achieves the Target Performance Level in respect of a Key Performance Indicator, no Service Points shall accrue to the Supplier in respect of that Key Performance Indicator.
- 2.2** If the level of performance of the Supplier during a Service Period is below the Target Performance Level in respect of a Key Performance Indicator, Service Points shall accrue to the Supplier in respect of that Key Performance Indicator as set out in Paragraph 2.3.
- 2.3** The number of Service Points that shall accrue to the Supplier in respect of a KPI Failure shall be the applicable number as set out in Annex 1 depending on the severity of the KPI Failure as set out in the applicable table , unless the KPI Failure is a Repeat KPI Failure when the provisions of Paragraph 3.1 and 3.2 shall apply.

### **3. REPEAT KPI FAILURES AND RELATED KPI FAILURES**

#### **Repeat KPI Failures**

- 3.1** If a KPI Failure occurs in respect of the same Key Performance Indicator in any two consecutive Measurement Periods, the second and any subsequent such KPI Failure shall be a “Repeat KPI Failure”.
- 3.2** The number of Service Points that shall accrue to the Supplier in respect of a KPI Failure that is a Repeat KPI Failure shall be calculated as follows:

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$$SP = P \times 2$$

where:

**SP =** the number of Service Points that shall accrue for the Repeat KPI Failure; and

**P =** the applicable number of Service Points for that KPI Failure as set out in Annex 1 depending on whether the Repeat KPI Failure is a Minor KPI Failure, a Serious KPI Failure, a Severe KPI Failure or a failure to meet the KPI Service Threshold.

#### **4. PERMITTED MAINTENANCE**

- 4.1** The Supplier shall be allowed to book Service Downtime for Permitted Maintenance in any one Service Period which shall take place outside Business Hours and (if stated) between the hours and on the day specified in the Maintenance Schedule unless otherwise agreed in writing with the Authority.

#### **5. SERVICE CREDITS**

- 5.1** Schedule 15 (Charges and Invoicing) sets out the mechanism by which Service Points shall be converted into Service Credits.
- 5.2** The Authority shall use the Performance Monitoring Reports provided pursuant to Part B, among other things, to verify the calculation and accuracy of the Service Credits (if any) applicable to each Service Period.
- 5.3** The Parties agree that any Service Credits accruing in respect of KPIs 1, 2 and/or 3 shall automatically be waived by the Authority at the point of the accrual. In the event that the Supplier is entitled to service credits with the relevant vendors such service credits shall be passed on to the Authority.

## Part B: Performance Monitoring

### 1. PERFORMANCE MONITORING AND PERFORMANCE REVIEW

- 1.1 Without prejudice to the performance monitoring reports set out in Annex 1 of this Part B of this Schedule (which are the minimum performance monitoring required by the Authority), within twenty (20) Working Days of the Effective Date the Supplier shall provide the Buyer with details of any additional performance monitoring reports and how the process in respect of such additional reports will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
- 1.2 Within 10 Working Days of the end of each Service Period, the Supplier shall provide:
- (a) a report to the Authority Representative which summarises the performance by the Supplier against each of the Performance Indicators as more particularly described in Paragraph 1.3 (the **“Performance Monitoring Report”**); and
  - (b) a report created by the Supplier to the Authority’s senior responsible officer which summarises the Supplier’s performance over the relevant Service Period as more particularly described in Paragraph 1.3 (the **“Balanced Scorecard Report”**).

#### Performance Monitoring Report

- 1.3 The Performance Monitoring Report shall be in such format as agreed between the Parties from time to time and contain, as a minimum, the following information:

#### Information in respect of the Service Period just ended

- (a) for each Key Performance Indicator and Subsidiary Performance Indicator, the actual performance achieved over the Service Period, and that achieved over the previous 3 Measurement Periods;
- (b) a summary of all Performance Failures that occurred during the Service Period;
- (c) the severity level of each KPI Failure which occurred during the Service Period and whether each PI Failure which occurred during the Service Period fell below the PI Service Threshold;
- (d) which Performance Failures remain outstanding and progress in resolving them;

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- (e) for any Material KPI Failures or Material PI Failures occurring during the Service Period, the cause of the relevant KPI Failure or PI Failure and the action being taken to reduce the likelihood of recurrence;
- (f) the status of any outstanding Rectification Plan processes, including:
  - (i) whether or not a Rectification Plan has been agreed; and
  - (ii) where a Rectification Plan has been agreed, a summary of the Supplier's progress in implementing that Rectification Plan;
- (g) for any Repeat Failures, actions taken to resolve the underlying cause and prevent recurrence;
- (h) the number of Service Points awarded in respect of each KPI Failure;
- (i) the Service Credits to be applied, indicating the KPI Failure(s) to which the Service Credits relate;
- (j) the conduct and performance of any agreed periodic tests that have occurred, such as the annual failover test of the Service Continuity Plan;
- (k) relevant particulars of any aspects of the Supplier's performance which fail to meet the requirements of this Contract;
- (l) such other details as the Authority may reasonably require from time to time; and

**Information in respect of previous Service Periods**

- (m) a rolling total of the number of Performance Failures that have occurred over the past six Service Periods;
- (n) the amount of Service Credits that have been incurred by the Supplier over the past six Service Periods;
- (o) the conduct and performance of any agreed periodic tests that have occurred in such Service Period such as the annual failover test of the Service Continuity Plan; and

**Information in respect of the next Quarter**

- (p) any scheduled Service Downtime for Permitted Maintenance and Updates that has been agreed between the Authority and the Supplier for the next Quarter.



### **Balanced Scorecard Report**

- 1.4** The Balanced Scorecard Report shall be presented in the form of an online accessible dashboard and, as a minimum, shall contain a high level summary of the Supplier's performance over the relevant Service Period, including details of the following:
- (a) financial indicators;
  - (b) the Target Performance Levels achieved;
  - (c) behavioural indicators;
  - (d) performance against its obligation to pay its Sub-contractors within thirty (30) days of receipt of an undisputed invoice;
  - (e) performance against its obligation to pay its Unconnected Sub-contractors within sixty (60) days of receipt of an invoice;
  - (f) Milestone trend chart, showing performance of the overall programme;
  - (g) sustainability indicators, for example net zero carbon, waste minimisation or performance to support a circular economy; and
  - (h) Social Value (as applicable).
- 1.5** The Performance Monitoring Report and the Balanced Scorecard Report shall be reviewed and their contents agreed by the Parties at the next Performance Review Meeting held in accordance with Paragraph 1.5.
- 1.6** The Parties shall attend meetings on a monthly basis (unless otherwise agreed) to review the Performance Monitoring Reports and the Balanced Scorecard Reports. The Performance Review Meetings shall (unless otherwise agreed):
- (a) take place within 5 Working Days of the Performance Monitoring Report being issued by the Supplier;
  - (b) take place at such location and time (within normal business hours) as the Authority shall reasonably require (unless otherwise agreed in advance); and
  - (c) be attended by the Supplier Representative and the Authority Representative and any other representatives referred to in Annex 1 of this Part B of this Schedule; and
  - (d) be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to

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the Authority's Representative and any other recipients agreed at the relevant meeting.

- 1.7** The Authority shall be entitled to raise any additional questions and/or request any further information from the Supplier regarding any KPI Failure and/or PI Failure.

**2. PERFORMANCE RECORDS**

- 2.1** The Supplier shall keep appropriate documents and records (including Help Desk records, staff records, timesheets, training programmes, staff training records, goods received documentation, supplier accreditation records, complaints received etc) in relation to the Services being delivered. Without prejudice to the generality of the foregoing, the Supplier shall maintain accurate records of call histories for a minimum of 12 months and provide prompt access to such records to the Authority upon the Authority's request. The records and documents of the Supplier shall be available for inspection by the Authority and/or its nominee at any time and the Authority and/or its nominee may make copies of any such records and documents.

- 2.2** In addition to the requirement in Paragraph 2.1 to maintain appropriate documents and records, the Supplier shall provide to the Authority such supporting documentation as the Authority may reasonably require in order to verify the level of the performance of the Supplier both before and after each Operational Service Commencement Date and the calculations of the amount of Service Credits for any specified period.

- 2.3** The Supplier shall ensure that the Performance Monitoring Report, the Balanced Scorecard Report (as well as historic Performance Monitoring Reports and historic Balance Scorecard Reports) and any variations or amendments thereto, any reports and summaries produced in accordance with this Schedule and any other document or record reasonably required by the Authority are available to the Authority on-line and are capable of being printed.

**3. PERFORMANCE VERIFICATION**

- 3.1** The Authority reserves the right to verify the Availability of the IT Environment and/or the Services and the Supplier's performance under this Contract against the Performance Indicators including by sending test transactions through the IT Environment or otherwise.

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**Annex 1: Key Performance Indicators and Subsidiary Performance Indicators**

**Part A: Key Performance Indicators and Subsidiary Performance Indicators Tables**

The Key Performance Indicators and Subsidiary Performance Indicators that shall apply to the Operational Services and the Key Performance Indicators relating to Social Value are set out below:

Part B of Annex 1 contains definitions for a number of the key performance indicators and associated service levels.

**1. Key Performance Indicators**

**1.1** The Parties agree that KPIs 4, 5, 6, 7 and/or 8 apply from the Hypercare Service Commencement Date for the duration of the Hypercare Services only subject also to the applicability of such KPIs in relation to an substantially equivalent Optional Service which shall be agreed in the relevant Change Control Note.

No.	Key Performance Indicator Title	Service Level Performance Measure	Preferred Minimum Service level Threshold	Service Points	Publishable Performance Information
KPI 4	Supplier Support Availability	For at least [REDACTED] of the time technical and functional support should be available [REDACTED] each Working Day	[REDACTED]	1 Service Points gained for each percentage under the specified Service Level Threshold	Yes
KPI 5	Responsive -ness to Support Requests / Incidents	At least [REDACTED] of Initial responses within [REDACTED] hours between the hours of [REDACTED] each Working Day	[REDACTED]	1 Service Points gained for each percentage under the specified Service Level Performance Measure	5) Responsive -ness to Support Requests / Incidents
KPI 6	Resolution to Support Request / Incidents	<ul style="list-style-type: none"><li>For at least [REDACTED] of Support Requests and Incidents:<ul style="list-style-type: none"><li>Severity 1 incidents – resolution within [REDACTED]</li></ul></li></ul>	[REDACTED]	1 Service Point gained for each percentage under the specified Service Level Performance Measure	6) Resolution to Support Request / Incidents

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No.	Key Performance Indicator Title	Service Level Performance Measure	Preferred Minimum Service level Threshold	Service Points	Publishable Performance Information
		<ul style="list-style-type: none"><li>• [REDACTED] of initial response</li><li>• Severity 2 incidents – resolution within [REDACTED] of initial response</li><li>• Severity 3 incidents – resolution within [REDACTED] of initial response</li><li>• Severity 4 incidents – resolution within [REDACTED] of initial response</li><li>• Severity 5 incidents – resolution within [REDACTED] of initial response</li><li>• Level 1 Service Requests – resolution within [REDACTED] of initial response</li><li>• Level 5 Service Requests – resolution within [REDACTED] of initial response</li><li>• Level 15 Service Requests – resolution within [REDACTED]</li></ul>			

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No.	Key Performance Indicator Title	Service Level Performance Measure	Preferred Minimum Service level Threshold	Service Points	Publishable Performance Information
		████ of initial response			
KPI 7	Escalation Response to Unresolved Support Requests / Incidents	At least █████ of Unresolved Initial responses escalated within █████ between the hours of █████ each Working Day	████	1 Service Point gained for each percentage under the specified Service Level Performance Measure	7) Escalation Response to Unresolved Support Requests / Incidents
KPI 8	Data Breaches	██████████	██████	10 Service Points gained for each Data Breach	8) Data Breaches
KPI 9	Social Value Reporting	% of social value reports submitted on time and with the subject-matter and in the format agreed with the Authority as required by Annex C of Schedule 4 of the Contract. Measured Quarterly	████	100% reports submitted on time – 0 Service Points 50-99%< - 1 Service Points 0-49%< - 2 Service Points	Yes
KPI 10	MAC 2.2 Outcomes Tackling Economic Inequality	% of commitments as submitted by the bidder in their bid submission in support of MAC 2.2 and agreed at Contract Award that were successfully delivered by the end of the Service Period.  Measured Quarterly	At least █████ of planned commitments delivered by the end of the service period	90-100%> of planned commitments achieved on time – 0 Service Points 50-89%< - 1 Service Points 0-49%< - 2 Service Points	No
KPI 11	MAC 2.3 Outcomes Tackling Economic Inequality	% of commitments as submitted by the bidder in their bid submission in support of MAC 2.3 and agreed at Contract Award that were successfully delivered by the end of the Service Period  Measured Quarterly	At least █████ of planned commitments delivered by the end of the service period	90-100%> of planned commitments achieved on time – 0 Service Points 50-89%< - 1 Service Points 0-49%< - 2 Service Points	No

### Technology Solution and Systems Integration Services

#### Schedule 3 – Performance Levels

**1.2** The following KPIs shall apply in respect of the specified Sub-contractors

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### Technology Solution and Systems Integration Services

#### Schedule 3 – Performance Levels

[illegible]

### Technology Solution and Systems Integration Services

#### Schedule 3 – Performance Levels

1	2	3	4	5	6	7	8



### Technology Solution and Systems Integration Services

#### Schedule 3 – Performance Levels

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**2. Subsidiary Performance Indicators**

No.	Subsidiary Performance Indicator Title	Definition	Severity Levels	Frequency	Publishable Performance Information
SPI 1	Satisfaction Surveys	See Paragraph 5 of Part B of this Annex 1	Target Performance Level: >90%  Minor KPI Failure: 80% - 89.9%  Serious KPI Failure: 70% - 79.9%  Severe KPI Failure: 60% - 69.9%  KPI Service Threshold: below 59.9%	6 monthly	YES
SPI 2	Virtual Library	See Paragraph 6 of Part B of this Annex 1	Target Performance Level: 100%  Minor KPI Failure: 90% - 99.9%  Serious KPI Failure: 80% - 89.9%  Severe KPI Failure: 70% - 79.9%	6 monthly	YES

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No.	Subsidiary Performance Indicator Title	Definition	Severity Levels	Frequency	Publishable Performance Information
			KPI Service Threshold: below 70%		
SPI 3	Sustainability Pillar - Environmental  Area - Climate change adaptation	Number of risks outside of risk appetite	Target Performance Level: Zero risks outside of risk appetite  Acceptable Performance: < 3 risks outside of risk appetite with agreed mitigation plans  Unacceptable Performance: 3 or more risks outside of risk appetite and / or no agreed mitigation plan for risks outside risk appetite	12 month implementation; 6 monthly	YES
SPI 6	Sustainability Pillar - Environmental  Area – Waste	Percentage of waste with full traceability	100% of waste items with full traceability	12 monthly	YES

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No.	Subsidiary Performance Indicator Title	Definition	Severity Levels	Frequency	Publishable Performance Information
		<p>Target Performance Level:</p> <p>Acceptable Performance: 100% of waste items with full traceability</p> <p>Unacceptable Performance: &lt; 100% of waste items with full traceability</p>			
SPI 7	Sustainability Pillar - Environmental  Area – Energy	<p>Percentage of energy consumed from certified renewable sources</p> <p>(excluding energy used when staff work from home)</p> <p>Target Performance Level:</p> <p>Acceptable Performance: 100% certified renewable energy</p> <p>Unacceptable Performance: &lt; 100% certified renewable energy</p>	100% certified renewable energy	12 monthly	YES
SPI 8	Sustainability Pillar - Environmental  Area – Resource efficiency 3  (Broader product consumption / circularity)	<p>Percentage of procured goods that are remanufactured/refurbished (by £ spent)</p> <p>Target Performance Level: More than 75% by £ spent procured goods are from remanufacture / refurbished</p>	More than 75% by £ spent procured goods are from remanufacture / refurbished	Annual	YES

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No.	Subsidiary Performance Indicator Title	Definition	Severity Levels	Frequency	Publishable Performance Information
		<p>Acceptable Performance: Between 20% and 75% by £ spent procured goods are from remanufacture / refurbished</p> <p>Unacceptable Performance: &lt; 20% by £ spent procured goods are from remanufacture / refurbished</p>			
SPI 9	<p>Sustainability Pillar - Environmental</p> <p>Area – Reducing Co2e intensity (Supply based)</p>	<p>Reduced Co2e intensity, measured via continual emissions reduction covering all emission Scopes and material subcategories (with a focus on reducing supply chain emissions through purchased goods and services)</p> <p>Target Performance: Above 5% improvement in Co2e intensity</p> <p>Acceptable Performance: Between 0% and 5% improvement in Co2e intensity</p> <p>Unacceptable Performance: 0% improvement in Co2e intensity</p>	Above 5% improvement in Co2e intensity	12 month implementation; 12-monthly review	YES

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No.	Subsidiary Performance Indicator Title	Definition	Severity Levels	Frequency	Publishable Performance Information
SPI 10	Sustainability Pillar - Social  Modern Slavery	<p>Percentage of relevant supplier staff to have completed annual modern slavery awareness training (including commercial, procurement, and contract delivery staff)</p> <p>Target Performance: &gt;98%</p> <p>Acceptable Performance: Between 90% and 98%</p> <p>Unacceptable Performance: &lt;90%</p>	>98%	Annual	YES
SPI 11	Sustainability Pillar - Social  Modern Slavery	<p>Delivery against the Modern Slavery Continuous Improvement Plan, measured through improvements in the annual MSAT report)</p> <p>Target Performance: Score above 95%, and a score that improves compared to the previous year</p> <p>Acceptable Performance: Score between 90% and 95%, and a score that maintains position compared to the previous year</p>	<p>Score above 95%, and</p> <p>a score that improves compared to the previous year</p>	Annual	YES

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No.	Subsidiary Performance Indicator Title	Definition	Severity Levels	Frequency	Publishable Performance Information
		Unacceptable Performance: Score of <90%, or a score that falls compared to the previous year			
SPI 12	Sustainability Pillar - Social  Supplier Diversity	Percentage of sub-contractors by spend that are diverse suppliers (SMEs, VCSEs, Diverse-owned, Diverse-led)  Target Performance: >50%  Acceptable Performance: Between 25% and 50%  Unacceptable Performance: <25%	>50%	Annual	YES
SPI 13	Sustainability Pillar - Social  Supplier Diversity	Percentage of sub-contractors by volume of contracts that are diverse suppliers (SMEs, VCSEs, Diverse-owned, Diverse-led)  Target Performance: >50%  Acceptable Performance: Between 25% and 50%  Unacceptable Performance: <25%	>50%	Annual	YES
SPI 14	Sustainability Pillar - Economic  Prompt Payment	Percentage of suppliers paid within their agreed contract terms	100%	Quarterly	YES

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No.	Subsidiary Performance Indicator Title	Definition	Severity Levels	Frequency	Publishable Performance Information
		<p>Target Performance: 100%</p> <p>Acceptable Performance: Between 95% and 99.9%</p> <p>Unacceptable Performance: &lt;95%</p>			
SPI 15	<p>Sustainability Pillar - Economic</p> <p>Prompt Payment</p>	<p>Percentage of suppliers paid within 60 days</p> <p>Target Performance: &gt;95%</p> <p>Acceptable Performance: Between 90% and 95%</p> <p>Unacceptable Performance: &lt;90%</p>	>95%	Quarterly	YES



## Part B: Definitions

### 3. HELP DESK RESPONSE TIMES

- 3.1 Measurement of Help Desk response times will be based on the time taken for a Help Desk operative to answer a call. Calls receiving an automated response or placed into a queuing system shall be deemed not to have been answered.
- 3.2 The Supplier shall monitor the Help Desk response times and shall provide the results of such monitoring to the Authority in accordance with the provisions of Part B of this Schedule.

### 4. FIX TIMES

- 4.1 The “**Fix Time**” of a Service Incident is the period from the time that the Service Incident has been reported to the Supplier to the point of its Resolution and “**Resolution**” means in relation to a Service Incident either:
- (a) the root cause of the Service Incident has been removed and the Services are being provided in accordance with the Services Description and Service Levels; or
  - (b) the Authority has been provided with a workaround in relation to the Service Incident deemed acceptable by the Authority.
- 4.2 Fix Times for Severity 3 Service Incidents, Severity 4 Service Incidents and Severity 5 Service Incidents shall be measured in Operational Hours.
- 4.3 Fix times for Severity 1 Service Incidents and Severity 2 Service Incidents shall be measured 24x7.
- 4.4 The Supplier shall measure Fix Times as part of its service management responsibilities and report periodically to the Authority on Fix Times as part of the Performance Monitoring Report.
- 4.5 For the purposes of this Paragraph 5, the following expressions shall have the meanings set opposite them below:

<b>“Operational Hours”</b>	In relation to any Service, the hours for which that Service is to be operational are between 08:00 and 18:00 (UK time) Monday to Friday excluding Public Holidays (England).
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<b>“Service Incident”</b>	a reported occurrence of a failure to deliver any part of the Services in accordance with the Authority Requirements or the Performance Indicators;
<b>“Severity 1 Service Incident”</b>	<p>a Service Incident which, in the reasonable opinion of the Authority:</p> <ul style="list-style-type: none"><li>(a) constitutes a loss of the Service which prevents a large group of End Users from working;</li><li>(b) has a critical impact on the activities of the Authority;</li><li>(c) causes significant financial loss and/or disruption to the Authority; or</li><li>(d) results in any material loss or corruption of Authority Data;</li></ul> <p><b><i>Non-exhaustive examples:</i></b></p> <ul style="list-style-type: none"><li>• a loss of power to a data centre causing failure of Services; or</li><li>• a failure of the Services to provide user authentication service;</li></ul>
<b>“Severity 2 Service Incident”</b>	<p>a Service Incident which, in the reasonable opinion of the Authority has the potential to:</p> <ul style="list-style-type: none"><li>(a) have a major (but not critical) adverse impact on the activities of the Authority and no workaround acceptable to the Authority is available;</li><li>(b) have a major (but not critical) adverse impact on the activities of the Authority and no workaround acceptable to the Authority is available; or</li><li>(c) cause a financial loss and/or disruption to the Authority which is more than trivial but less severe than the significant financial loss described in the definition of a Severity 1 Service Failure;</li></ul>

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***Non-exhaustive examples:***

- corruption of organisational database tables; or
- loss of ability to update Authority Data.

**“Severity 3 Service Incident”**

a Service Incident which, in the reasonable opinion of the Authority has the potential to:

- (a) have a major adverse impact on the activities of the Authority which can be reduced to a moderate adverse impact due to the availability of a workaround acceptable to the Authority; or
- (b) have a moderate adverse impact on the activities of the Authority;

***Non-exhaustive example:***

- inability to access data for a class of customers;

**“Severity 4 Service Incident”**

a Service Incident which, in the reasonable opinion of the Authority has the potential to have a minor adverse impact on the provision of the Services to End Users

***Non-exhaustive example:***

- inability to access data for a single customer; and

**“Severity 5 Service Incident”**

a Service Incident comprising a flaw which is cosmetic and, as such, does not undermine the End User’s confidence in the information being displayed;

***Non-exhaustive examples:***

- spelling error; or
- misalignment of data on screen display.

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**5. SATISFACTION SURVEYS**

**5.1** In order to assess the level of performance of the Supplier, the Authority may undertake satisfaction surveys in respect of End Users or various groups of End Users (each such survey a “**Satisfaction Survey**”), the results of which may be reflected in the Balanced Scorecard Report. The subject matter of Satisfaction Surveys may include:

- (a) the assessment of the Supplier’s performance by the End Users against the agreed Key Performance Indicators and Subsidiary Performance Indicators; and/or
- (b) other suggestions for improvements to the Services.

**5.2** The Authority shall reflect in the Balanced Scorecard Report any aspects of the Supplier’s performance of the Services which the responses to the Satisfaction Surveys reasonably suggest are not meeting the Services Description.

**6. VIRTUAL LIBRARY COMPLETENESS**

**6.1** The Virtual Library shall be complete where all of the information required under Schedule 24 (*Reports and Records Provisions*) (*Annex 3: Records To Upload To Virtual Library*) has been uploaded to the Virtual Library in accordance with Paragraph 3 of that Schedule.

## **SCHEDULE 4**

## **STANDARDS**

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**1 DEFINITIONS AND INTERPRETATION**

1.1 In this Schedule, the following definitions shall apply:

<b>"Social Value Commitments"</b>	means those commitments and requirements set out in Annex 3 to this Schedule;
<b>"Standards Hub"</b>	the Government's open and transparent standards adoption process as documented at <a href="http://standards.data.gov.uk/">http://standards.data.gov.uk/</a> ; and
<b>"Suggested Challenge"</b>	a submission to suggest the adoption of new or emergent standards in the format specified on Standards Hub.

1.2 Each reference in this Schedule to any standard, guidance, policy, or certification shall be construed as such standard, guidance, policy, or certification as updated and/or replaced from time to time by the issuing body and/or its successor(s).

**2 GENERAL**

2.1 Throughout the term of this Contract, the Parties shall monitor and notify each other of any new or emergent standards which could affect the Supplier's provision, or the Authority's receipt, of the Services. Subject to paragraph 1.2 above, any changes to the Standards, including the adoption of any such new or emergent standard, shall be agreed in accordance with the Change Control Procedure.

2.2 Where a new or emergent standard is to be developed or introduced by the Authority, the Supplier shall be responsible for ensuring that the potential impact on the Supplier's provision, or the Authority's receipt, of the Services is explained to the Authority (in a reasonable timeframe), prior to the implementation of the new or emergent standard.

2.3 Where Standards referenced conflict with each other or with Good Industry Practice, then the later Standard or best practice shall be adopted by the Supplier. Any such alteration to any Standard(s) shall require the prior written agreement of the Authority and shall be implemented within an agreed timescale.

**3 TECHNOLOGY AND DIGITAL SERVICES PRACTICE**

3.1 The Supplier shall (when designing, implementing and delivering the Services) adopt the applicable elements of:

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- 3.1.1 HM Government's Technology Code of Practice as documented at <https://www.gov.uk/service-manual/technology/code-of-practice.html>;
- 3.1.2 Chief Digital and Data Office – Data Standards Authority Guidance - [www.gov.uk/government/groups/data-standards-authority](http://www.gov.uk/government/groups/data-standards-authority);
- 3.1.3 Chief Digital and Data Office -- DDO API Catalogue - [www.api.gov.uk/](http://www.api.gov.uk/);
- 3.1.4 Chief Digital and Data Office -- API Technical & Data Standards - [www.gov.uk/guidance/gds-api-technical-and-data-standards](http://www.gov.uk/guidance/gds-api-technical-and-data-standards);
- 3.1.5 Chief Digital and Data Office -- API Design Guidance - [www.gov.uk/government/collections/api-design-guidance](http://www.gov.uk/government/collections/api-design-guidance);
- 3.1.6 Government Business Services – Design Principles Summary - [www.gov.uk/government/publications/a-shared-services-strategy-for-government/design-principles-summary](http://www.gov.uk/government/publications/a-shared-services-strategy-for-government/design-principles-summary);
- 3.1.7 Security Standards – Security Policy Framework - [www.gov.uk/government/publications/security-policy-framework](http://www.gov.uk/government/publications/security-policy-framework);
- 3.1.8 Security Standards -- NCSC Cloud Security Principles - [www.ncsc.gov.uk/collection/cloud-security/implementing-the-cloud-security-principles](http://www.ncsc.gov.uk/collection/cloud-security/implementing-the-cloud-security-principles);
- 3.1.9 Security Standards – OWASP top ten API security risks - [owasp.org/www-project-api-security/](http://owasp.org/www-project-api-security/);
- 3.1.10 Security Standards -- The ISO/IEC 27001 and related standards - [www.iso.org/isoiec-27001-information-security.html](http://www.iso.org/isoiec-27001-information-security.html) for information security management;
- 3.1.11 Security Standards -- The ISO/IEC 27000 family of standards - [www.iso.org/isoiec-27001-information-security.html](http://www.iso.org/isoiec-27001-information-security.html) for data protection and cyber resilience;
- 3.1.12 Security Standards – Cyber Essentials Plus;
- 3.1.13 Security Standards – CPNI Standard - Secure Destruction of Sensitive Items;
- 3.1.14 UK General Data Protection Regulation Articles -- ICO Guide to GDPR - [ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/](http://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/);
- 3.1.15 Connectivity Standards – PCI DSS V4.0;



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- 3.1.16 Connectivity Standards – e-Government Interoperability Framework (e-GIF v6.1, 18/31/2005);
- 3.1.17 Connectivity Standards -- e-GIF Technical Standards Catalogue (v6.2, 2/9/2005);
- 3.1.18 Connectivity Standards -- e-Government Metadata Standard (e-GMS v3.1, 29/8/2008);
- 3.1.19 Government Functional Standards -- Functional Standards - [www.gov.uk/government/collections/functional-standards](http://www.gov.uk/government/collections/functional-standards);
- 3.1.20 Risk management Principles -- Orange book - [www.gov.uk/government/publications/orange-book](http://www.gov.uk/government/publications/orange-book);
- 3.1.21 Risk management Principles -- Green book - [www.gov.uk/government/publications/green-book-supplementary-guidance-risk](http://www.gov.uk/government/publications/green-book-supplementary-guidance-risk); and
- 3.1.22 Government Financial Reporting Manual - FReM - [www.gov.uk/government/publications/government-financial-reporting-manual-2022-23](http://www.gov.uk/government/publications/government-financial-reporting-manual-2022-23).

#### **4 OPEN DATA STANDARDS & STANDARDS HUB**

- 4.1 The Supplier shall comply to the extent within its control with UK Government's Open Standards Principles as documented at <https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles>, as they relate to the specification of standards for software interoperability, data and document formats in the IT Environment.
- 4.2 Without prejudice to the generality of Paragraph 2.2, the Supplier shall, when implementing or updating a technical component or part of the Software or Supplier Solution where there is a requirement under this Contract or opportunity to use a new or emergent standard, submit a Suggested Challenge compliant with the UK Government's Open Standards Principles (using the process detailed on Standards Hub and documented at <http://standards.data.gov.uk/>). Each Suggested Challenge submitted by the Supplier shall detail, subject to the security and confidentiality provisions in this Contract, an illustration of such requirement or opportunity within the IT Environment, Supplier Solution and Government's IT infrastructure and the suggested open standard.
- 4.3 The Supplier shall ensure that all documentation published on behalf of the Authority pursuant to this Contract is provided in a non-proprietary format (such as PDF or Open Document Format (ISO 26300 or equivalent)) as well as any native file format documentation in accordance with the obligation

under Paragraph 4.1 to comply with the UK Government's Open Standards Principles, unless the Authority otherwise agrees in writing.

## **5 TECHNOLOGY ARCHITECTURE STANDARDS**

- 5.1 The Supplier shall produce full and detailed technical architecture documentation for the Supplier Solution in accordance with (or with equivalents to):
- 5.1.1 COBIT 5 Framework and Standards;
  - 5.1.2 TOGAF 9.2 Architecture Framework and Standards;
  - 5.1.3 BS 7000-1:2008 "Design management systems. Guide to managing innovation; and
  - 5.1.4 BS 7000-3:1994 "Design management systems. Guide to managing service design.

## **6 ACCESSIBLE DIGITAL STANDARDS**

- 6.1 The Supplier shall (when delivering the Services and Deliverables) at the Effective Date comply with or provide a plan which shows that by Go Live it will comply with (or with equivalents to):
- (a) the World Wide Web Consortium (W3C) Web Accessibility Initiative (WAI) Web Content Accessibility Guidelines (WCAG) 2.1 Conformance Level AA (and subsequent versions within 12 months); and
  - (b) ISO/IEC 13066-1: 2011 Information Technology – Interoperability with assistive technology (AT) – Part 1: Requirements and recommendations for interoperability; and
  - (c) BS 8878:2010 Web Accessibility Code of Practice.
- 6.2 The Supplier shall be responsible for promptly advising the Authority of its compliance or areas of non-compliance with the Accessible Digital Standards set out in paragraph 6 of this Schedule 4 (Standards) and in the case of its non-compliance work with the Authority to develop mitigations that ensure the Supplier implements user experience, system functionality and accessibility which are equivalent to those it would implement if it were compliant. .

## **7 SERVICE MANAGEMENT SOFTWARE & STANDARDS**

- 7.1 Subject to Paragraphs 1.2 to 4 (inclusive), the Supplier shall reference relevant industry and HM Government standards and best practice guidelines in the management of the Services, including the following and/or their equivalents:

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- (a) ITIL v4 2019;
- (b) BS EN ISO 9001 : 2015 Quality Management System;
- (c) ISO/IEC 20000 Parts 1-5 Information Technology – Service Management;
- (d) ISO 10007: 2017 “Quality management systems – Guidelines for configuration management”;
- (e) ISO 22313:2020 “Security and resilience. Business continuity management systems-Guidance”;
- (f) ISO 22301” Business Continuity Management Systems – Requirements; and
- (g) ISO/IEC 27031:2011 and ISO 22301:2019.

7.2 For the purposes of management of the Services and delivery performance the Supplier shall make use of Software that complies with Good Industry Practice including availability, change, incident, knowledge, problem, release & deployment, request fulfilment, service asset and configuration, service catalogue, service level and service portfolio management. If such Software has been assessed under the ITIL Software Scheme as being compliant to “Bronze Level”, then this shall be deemed acceptable.

## **8 SUSTAINABILITY AND SOCIAL VALUE**

- 8.1 The Supplier shall comply with the requirements and commitments set out in Annex 1 and Annex 3 to this Schedule.
- 8.2 The Supplier shall comply with the reporting obligations set out in Annex 2 to this Schedule.

## **9 HARDWARE SAFETY STANDARDS**

- 9.1 The Supplier shall comply with those BS or other standards relevant to the provision of the Services, including the following or their equivalents:
    - (a) any new hardware required for the delivery of the Services (including printers), shall conform to:
      - (i) BS EN IEC 62368-1:2020+A11:2020 or subsequent replacements; and
      - (ii) BS EN 60950-1:2006 or subsequent replacement,
- and in considering where to site any such hardware, the Supplier shall consider the future working user environment and shall position the hardware sympathetically, wherever possible;

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- (b) any new audio, video and similar electronic apparatus required for the delivery of the Services, shall conform to the following standards:
    - (i) BS EN IEC 62368-1:2020+A11:2020; and
    - (ii) BS EN 60065:2014+A11:2017;
  - (c) any new laser printers or scanners using lasers, required for the delivery of the Services, shall conform to either of the following safety Standards:
    - (i) BS EN 60825-1:2014; or
    - (ii) any subsequent replacements; and
  - (d) any new apparatus for connection to any telecommunication network, and required for the delivery of the Services, shall conform to the following safety Standards:
    - (i) BS EN 62949:2017 or any subsequent replacements; and
    - (ii) BS EN 41003:2009 or subsequent replacements.
- 9.2 Where required to do so as part of the Services, the Supplier shall perform electrical safety checks in relation to all equipment supplied under this Contract in accordance with the relevant health and safety regulations.

## **10 Social Value Forum**

- 10.1 The Parties shall within 30 days of the Effective Date establish a "Social Value Forum" comprising representatives from the Authority, the Supplier, and the SaaS Vendor.
- 10.2 The Social Value Forum shall be led jointly by the Supplier and the SaaS Vendor and shall meet quarterly (or as otherwise agreed through SV Activation Workshops and in accordance with stated Social Value governance).
- 10.3 The Social Value Form shall be responsible for monitoring, and where appropriate, updating, the Social Value Commitments. The Social Value Forum shall agree as appropriate the methods through which the Supplier shall approach and meet the Social Value Commitments (such agreement not to be unreasonably withheld by either Party).

## **11 Social Value Activation Workshop**

- 11.1 Within three months of the Effective Date and every Contract Year thereafter, the Suppliers and the Authority shall schedule and hold a Social Value Activation Workshop with the nominated Authority and Cluster participants, and the SaaS Vendor.

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- 11.2 The Supplier shall dedicate a sum equivalent to at least 1% of the Charges paid to it by the Authority under the Contract in a Contract Year to funding Social Value activities, with this 1% to be the minimum committed annual funding across the relevant activities in the aggregate.
- 11.3 The output of the Social Value Activation Workshop shall be a finalised Social Value delivery plan for the following Contract Year (covering four reporting periods). This will set out the relevant Social Value Commitments to be delivered during the Contract Year, together with key milestones and any dependencies on third party partners or Matrix Cluster staff. It is also expected that successes, risks, opportunities and barriers in relation to social will be discussed on a regular basis at the Social Value Forum meetings.
- 11.4 The Social Value delivery plan (the “**Plan**”, for the purposes of this Schedule 4) will draw on the Social Value Commitments set out in the table(s) in this Annex, which will be allocated into the Plan by agreement at the meeting. For each Commitment, the Plan will set out how delivery will be monitored, and how it will contribute to the relevant KPI for that reporting period, and will take into account the changing requirements, targets, delivery methods, services, aims and plans of the Supplier’s partners with which it engages for the delivery of its Social Value Commitments.
- 11.5 It is recognised that not all Social Value Commitments can be delivered simultaneously. Specifically, the Plan will prioritise impactful initiatives and ensure appropriate representation and participation of Authority and/or Matrix Cluster staff, given that areas may be reliant on the delivery of the Plan reaching a given stage or have wider dependencies.
- 11.6 By written agreement with the Authority (each acting reasonably) (which, for the purposes of this paragraph 11.6 shall include where an update to the Social Value Commitments is agreed in the Social Value Forum in accordance with paragraph 10.3) the Supplier may remove Commitments from the Plan and/or the tables in this Schedule 4, may modify their timing, scope or delivery partner, and may add alternative Commitments of similar quality providing these align with within same Social Value Themes, and providing that the Authority is satisfied that the Supplier’s overall commitment remains comparable with that set out at the Effective Date and achieves a minimum of 1% of Charges as outlined above at paragraph 11.2.
- 11.7 For the purposes of paragraph 11.6 it shall not be reasonable for the Authority to withhold agreement to any reasonable, relevant removal or modification of a Commitment to the extent that such Commitment is affected by changes to any government programmes, legislation, levies and/or policies, and the Supplier shall not be liable for any failure to meet a Commitment to the extent that it is prevented (in whole or in part) or delayed by such changes.

## ANNEX 1: SUSTAINABILITY

### 1 DEFINITIONS

1.1 In this Annex, the following definitions shall apply:

<b>“Medium Enterprise”</b>	means the UK Government definition of Medium Enterprise in relation to its procurement activities as defined by the department formerly known as BEIS small and medium enterprises (SME) action plan: 2022 to 2025 which is determined by; a staff headcount of under 250, and either its annual turnover being under €50m or its balance sheet total under €43m;
<b>“Micro Enterprise”</b>	means the UK Government definition of Micro Enterprise in relation to its procurement activities as defined by the department formerly known as BEIS small and medium enterprises (SME) action plan: 2022 to 2025 which is determined by; a staff headcount of under 10, and either its annual turnover being under €2m or its balance sheet total under €2m;
<b>“Permitted Item”</b>	means those items which are permissible under this Contract to the extent set out in Table B of this Annex;
<b>“Prohibited Items”</b>	means those items which are not permissible under this Contract as set out at Table A of this Annex;
<b>“Small Enterprise”</b>	means the UK Government definition of Small Enterprise in relation to its procurement activities as defined by the department formerly known as BEIS small and medium enterprises (SME) action plan: 2022 to 2025 which is determined by; a staff headcount of under 50, and either its annual turnover being under €10m or its balance sheet total under €10m;

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**“Sustainability Reports”** written reports to be completed by the Supplier containing the information outlined in Table C of Annex 2;

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

- (a) Prevention;
- (a) Preparing for re-use;
- (b) Recycling;
- (c) Other Recovery; and
- (d) Disposal.

## **2 PUBLIC SECTOR EQUALITY DUTY**

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

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

2.1.2 advance:

- (a) equality of opportunity; and
- (b) good relations,

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

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

## **3 ENVIRONMENTAL REQUIREMENTS**

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

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- 3.2 The Supplier warrants that it has obtained relevant Environment Management System (EMS) certified to ISO 14001 or an equivalent certification from a UKAS accredited body and shall comply with and maintain certification requirements throughout the Term.
- 3.3 In performing its obligations under the Contract the Supplier shall, where applicable to the Contract, to the reasonable satisfaction of the Authority demonstrated through regular and detailed reporting:
- (a) demonstrate low carbon resource efficiency, including minimising the use of resources and responding promptly to the Authority's questions;
  - (b) prioritise waste management in accordance with the Waste Hierarchy as set out in Law, seeking opportunities for prevention, reuse, remanufacture, refurbishment and recycling before exploring other recovery or disposal options;
  - (c) be responsible for ensuring that any waste generated by the Supplier and sent for recycling, disposal or other recovery as a consequence of this Contract is taken by a licensed waste carrier to an authorised site for treatment or disposal and that the disposal or treatment of waste complies with the law;
  - (d) ensure that it and any third parties used to undertake recycling disposal or other recovery as a consequence of this Contract do so in a legally compliant way, and can demonstrate that reasonable checks are undertaken to ensure this on a regular basis and provide relevant data and evidence of recycling, recovery and disposal;
  - (e) in circumstances that a permit, licence or exemption to carry or send waste generated under this Contract is revoked, the Supplier shall cease to carry or send waste or allow waste to be carried by any Subcontractor until authorisation is obtained from the Environment Agency;
  - (f) minimise the release of greenhouse gases (including carbon dioxide emissions), air pollutants, volatile organic compounds and other substances damaging to health and the environment either directly or as a consequence of delivering this Contract; and
  - (g) reduce and minimise carbon emissions by taking into account factors including, but not limited to, the locations from which materials are sourced, the transport of materials, the locations from which the work force are recruited and emissions from offices and on-site equipment.



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- 3.4 In performing its obligations under the Contract, the Supplier shall to the reasonable satisfaction of the Authority publish and maintain a credible Carbon Reduction Plan in accordance with PPN 06/21. The Supplier is expected to comply with Authority requests on reducing carbon dioxide equivalent intensity associated with all material Scope 3 subcategories, including through Purchased Goods & Services.
- 3.5 The Supplier shall not provide to the Authority Goods or Deliverables which comprise wholly or partly of Prohibited Items unless such item is a Permitted Item.
- 3.6 The Supplier shall not use anything which comprises wholly or partly of the Prohibited Items to provide the Services under this Contract unless:
- (a) it is a Permitted Item; or
  - (b) the use is primarily related to the management of the Supplier's own facilities or internal operations as opposed to the provision of Services.
- 3.7 The Supplier shall ensure that any Services are designed, sourced and delivered in a manner which is environmentally and socially responsible.
- 3.8 In performing its obligations under the Contract, the Supplier shall to the reasonable satisfaction of the Authority:
- 3.8.1 demonstrate that the whole life cycle impacts (including end of use) associated with the Services that extend beyond direct operations into that of the supply chain have been considered and reduced;
  - 3.8.2 minimise the consumption of resources and use them efficiently (including water and energy), working towards a circular economy including designing out waste and non-renewable resources, and shifting towards re-use and closed loop systems;
  - 3.8.3 achieve continuous improvement in environmental (and social) performance, as measured by KPIs set out in Schedule 3 (Performance Levels) and reporting obligations stated within Schedule 24 (Reports and Records Provisions).
- 3.9 The Supplier shall inform the Authority within one Working Day in the event that a permit, licence or exemption to carry or send waste generated under this Contract is revoked.
- 3.10 The Supplier shall meet the applicable Government Buying Standards applicable to Services which can be found online at (as updated, revised, and/or replaced from time to time):

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

- 3.11 The Supplier shall support the Authority in meeting the “Greening government: ICT and digital services strategy 2020-2025”, as updated from time to time, which can be found online using the link below (as updated, revised, and/or replaced from time to time), with 2025 targets of relevance set out below:

<https://www.gov.uk/government/publications/greening-government-ict-and-digital-services-strategy-2020-2025/greening-government-ict-and-digital-services-strategy-2020-2025#sustainable-ict-and-digital-services-strategy-targets-for-2020-2025-policy-paper>

- 3.11.1 wherever possible, waste is removed from the system, for example redundant services, duplicate files, legacy ICT systems and hardware;
  - 3.11.2 the information and data required to report progress towards net zero and other key sustainability commitments is available and openly published;
  - 3.11.3 relevant ICT authorities within HMG should publish a reduced ICT carbon and ecological footprint, based on the services consumed, estates, and suppliers. The footprint should encompass embodied/embedded carbon;
  - 3.11.4 ICT must be 100% traceable at end of life;
  - 3.11.5 there will be a yearly increase in ICT kit purchased/leased that is remanufactured/refurbished;
  - 3.11.6 sustainability will be central to the procurement, design and management of digital services and ICT, aiming to reduce costs and carbon; and
  - 3.11.7 HMG estates will deliver 0% IT related waste to landfill. ICT products are routinely designed for durability, ease of maintenance and recycling.
- 3.12 The Supplier shall meet applicable sustainability standards as set out in HM Government’s Technology Code of Practice Point 12 (as updated from time to time), which can be found online at:

<https://www.gov.uk/guidance/make-your-technology-sustainable>

- 3.13 Energy and Resource Efficiency

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- 3.13.1 The Supplier shall (when designing, procuring, implementing and delivering the Services) ensure compliance with Article 6 and Annex III of the Energy Efficiency Directive 2012/27/EU or equivalent UK legislative replacements (as updated from time to time) – and comply with and adopt appropriate best practices set out in ISO 50001 for Energy Management.
- 3.13.2 The Supplier shall comply with the EU Code of Conduct on Data Centres' Energy Efficiency or equivalent UK legislative replacements (as updated from time to time). The Supplier shall ensure that any data centre used in delivering the Services is registered as a Participant under this Code of Conduct or provide evidence that the best practices therein have been adopted.
- 3.13.3 In supporting the Authority's requirement to reduce its and its supply chain's greenhouse gas emissions, the Supplier shall avoid fuel emissions in transporting goods and in Supplier Staff travel to Authority Premises for staff engaged in delivering Services wherever possible, and without exclusion, by:
- (a) arranging meetings using e-conferencing services where face to face meetings are not required by the Authority;
  - (b) providing online and webinar-based training, minimising the need for travel to attend courses; and
  - (c) using public transport or electric/hybrid vehicles rather than petrol- or diesel-powered vehicles.
- 3.13.4 The Supplier shall minimise use of paper in performing the Services, and shall support the Authority in eliminating paper usage associated with the delivery of this Contract.

**3.14 Cloud Services**

- 3.14.1 In hosting the Services in the cloud, all data centres used either by the Supplier or by its Subcontractors in provision of the Services, must be operated with regard to energy and cooling efficiency.
- 3.14.2 In operation of the cloud service, all available power management facilities on Supplier Assets shall be utilised to deliver the Services such that standby and other low power modes are activated to match availability to demand. For the avoidance of doubt, this obligation shall not relieve the Supplier of its obligation to provide the Services in accordance with the Service Levels and otherwise as specified in Schedule 3 (Performance Levels).

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- 3.14.3 The Supplier shall provide the Authority with a copy of the annual energy return required by the EU Code of Conduct on Data Centres' Energy Efficiency, in respect of the energy used in the provision of the Services.
- 3.14.4 The Supplier shall also:
- (a) every 6 months from the Effective Date, audit live data to check for duplicate datasets, promptly notify the Authority of the duplicated datasets and with agreement by the Authority delete duplicated datasets to avoid unnecessary energy usage;
  - (b) where possible switch off environments that are not being used to reduce energy usage and decommission unnecessary systems;
  - (c) identify and notify the Authority for discussion ways to minimise processing, transmission and storage of data to reduce energy use;
  - (d) ensure Cloud optimisation through architectural design so that it is only used when needed, reducing emissions from energy use;
  - (e) implement processes for recording and reporting on energy use and greenhouse gas emissions to enable monitoring throughout the Term which will include provision of energy efficiency indicators of cloud solutions to the Authority promptly upon request;
  - (f) collect, analyse and report environmental data from its tier 1 and tier 2 Sub-contractors. This may include but not be limited to using a systems solution to trace raw materials and digitise product information (including but not limited to: digital labels, tags, watermarks, and passports) thereby providing easily accessible supply chain and product information;
  - (g) ensure that cloud solutions are 100% powered by renewable energy sources to avoid emissions from data centres;
  - (h) ensure that cloud solutions have efficient cooling systems to reduce emissions from data centres;
  - (i) use reasonable endeavours to ensure that the global warming potential (GWP) of refrigerants used in the data centre cooling system (for instance, pertaining to heat pumps) are kept at low levels;

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- (j) ensure that cloud solutions capture and re-use waste heat, enabling the efficient provision of energy to other requirements, including but not limited to: to heating buildings and/or providing other heat to consumers in the neighbourhood of data centres; and
- (k) ensure that the Authority will pay "as a service" based on consumption and not for the equipment itself.

#### **4 CLIMATE CHANGE RISK & ADAPTATION**

##### **4.1 The Supplier shall:**

- 4.1.1 conduct a climate change adaptation ("CCA") risk assessment regarding the risk to the operation and supply chain resulting from climate change building a Year 1 baseline;
- 4.1.2 review and update the CCA risk assessment on an annual basis, incorporating the latest understanding of risk factors and mitigation best practice;
- 4.1.3 every 6 months from the Effective Date provide a report on how the organisation is responding to stated climate threats in terms of risk mitigation strategies, which may include strategies cascaded through supply chain partners;
- 4.1.4 conduct a re-baselining exercise every 3-years during the Term; and
- 4.1.5 ensure the CCA risk assessment covers all pertinent factors, including those relating to staff, systems, estates and any other supply chain factors that could influence ongoing delivery.

#### **5 MODERN SLAVERY**

##### **5.1 The Supplier shall at all times be compliant with the provisions of the Modern Slavery Act 2015.**

##### **5.2 The Supplier:**

- 5.2.1 shall not use, nor allow its subcontractors to use, forced, bonded or involuntary prison labour;
- 5.2.2 shall not require any Supplier employees or the employees of any Subcontractors to lodge deposits or identity papers with their employer and shall be free to leave their employer after reasonable notice;
- 5.2.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world;

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- 5.2.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offences anywhere around the world;
- 5.2.5 shall make reasonable enquiries to ensure that its officers, employees and subcontractors have not been convicted of slavery or human trafficking offences anywhere around the world;
- 5.2.6 shall have and maintain throughout the Term its own policies and procedures to ensure its compliance with the Modern Slavery Act 2015 and include in its contracts with its Sub-contractors anti-slavery and human trafficking provisions;
- 5.2.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under the Contract;
- 5.2.8 shall prepare and deliver to the Authority an annual statement under Section 54 of the Modern Slavery Act 2015;
- 5.2.9 shall not use, or allow its employees or sub-contractors to use, physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Sub-contractors;
- 5.2.10 shall not use, or allow its Sub-contractors to use, child or slave labour;
- 5.2.11 shall report the discovery or suspicion of any slavery, trafficking, forced labour, child labour, involuntary prison labour or labour rights abuses by it or its subcontractors to the Authority and Modern Slavery Helpline and relevant national or local law enforcement agencies and, having made such report, shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to audit any books, records and/or any other relevant documentation in accordance with the Contract; and
- 5.2.12 shall, if the Supplier or the Authority identifies any occurrence of modern slavery connected to this Contract, comply with any request of the Authority to follow the Rectification Plan Process to submit a remedial action plan which follows the form set out in Annex D of the Tackling Modern Slavery in Government Supply Chains guidance.

5.3 The Supplier shall:

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- 5.3.1 complete the Modern Slavery Assessment Tool (MSAT) at <https://supplierregistration.cabinetoffice.gov.uk/msat> within sixty (60) days of the Effective Date, and annually during the Term on or around each anniversary of the Effective Date;
  - 5.3.2 make known the outcomes of the MSAT to the Authority;
  - 5.3.3 use the outputs of the MSAT to develop a Modern Slavery Continuous Improvement Plan;
  - 5.3.4 comply with any request by the Authority to provide a Supply Chain map related to the delivery of this Contract within fourteen (14) days of such request;
  - 5.3.5 comply with any request by the Authority to provide a copy of any reports of any sub-contractor regarding any or all of workplace conditions, working or employment practices and recruitment practices within fourteen (14) days of such request;
  - 5.3.6 carry out due diligence to ensure workers in its business and its supply chains are not paying illegal or exploitative recruitment fees to secure employment, and where these fees are uncovered shall ensure that workers are remedied;
  - 5.3.7 allow the Authority and/or its nominated independent third party to carry out an unannounced or semi-announced inspection of any Site related to the delivery of this Contract, and speak directly to any Supplier employee in a confidential manner and in the native language of such Supplier employee in respect of workforce conditions, working or employment practices; and
  - 5.3.8 for the purposes of an audit carried out pursuant to paragraph 5.3.7 above, the Authority may instruct the Supplier to carry out such an audit of any Sub-contractor by an independent third party and, if so instructed, the Supplier shall deliver a report setting out the outcomes and findings of such audit to the Authority within ninety (90) days of such instruction.
- 5.4 If the Supplier is in Default under Paragraph 5.2 or 5.3 above, the Authority may by notice:
- 5.4.1 require the Supplier to implement a victim-centred remediation plan and enforce such plan with the relevant sub-contractor(s), such that any victims are protected and supported, and appropriate steps are taken to ensure future same or similar Defaults are not possible; and/or
  - 5.4.2 require the Supplier to remove from performance of the Contract any sub-contractor, Supplier employees or other persons

- associated with it whose acts or omissions have caused the Default and where such Default is incapable of remedy, or where such sub-contractor, Supplier employee or other persons are unwilling to openly and transparently remediate the situation; and/or
- 5.4.3 immediately terminate the Contract.

## **6 SOCIAL VALUE**

- 6.1 Annex 3 to this Schedule sets out the Supplier's Social Value commitments and delivery plans.
- 6.2 The Supplier shall provide to the Authority a quarterly progress report, to the Authority's satisfaction, against the Social Value commitments as set out in Annex 3.
- 6.3 The Supplier shall provide to the Authority an annual Social Value Impact Report, detailing the social value impact achieved through the delivery of the Contract. Where relevant, the Supplier shall include case studies of individual initiatives or impacts to highlight successes.
- 6.4 Should the Supplier fail to deliver any of its Social Value requirements as set out in Annex 3, the Authority may:
- 6.4.1 require the Supplier to draft and provide to the Authority a remediation plan within 14 calendar days of the Supplier first being aware (or if earlier, the date on which the Supplier reasonably ought to have been aware) of the failure, which sets out the reasons for the failure, the steps the Supplier shall take and the associated timescales for the Supplier to meet its social value commitments to be agreed by the Authority, to restore performance to the expected levels;
- 6.4.2 where the Supplier does not submit a remediation plan to the Authority in accordance with paragraph 6.4.1 above, or where the submitted remediation plan is deemed by the Authority to be insufficient; and where performance against the Social Value commitments is below expectations for two (2) consecutive months, apply a service credit regime calculated by reference to the number of Service Points accrued in any one Service Period pursuant to the provisions of Schedule 3 (Performance Levels) until performance is restored.

## **7 SUPPLIER DIVERSITY**

- 7.1 The Supplier commits to promoting supplier diversity in its supply chain for the delivery of the Services. This includes actively seeking subcontracting



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opportunities for diverse suppliers without compromising performance or service standards under the contract, including but not limited to:

- 7.1.1 Small and Medium Enterprises, being micro-enterprises, small enterprises, and medium-sized enterprises based on staff headcount, annual turnover, and balance sheet total as defined by BEIS small and medium enterprises (SME) action plan: 2022 to 2025 - <https://www.gov.uk/government/publications/beis-small-and-medium-enterprises-sme-action-plan-2022-to-2025>
  - 7.1.2 Voluntary, Community, Social Enterprises, being organisations, whose purpose is built around the creation of social value, or whose profits are used to provide benefits to local communities;<sup>1</sup>
  - 7.1.3 Woman-Owned and Led Enterprises, are those where majority ownership or control is held by one or more women; or those where women make up more than half of the partners or directors in day-to-day control of the business, or where the sole proprietor is a woman;<sup>2</sup>
  - 7.1.4 Ethnic Minority-Owned and Led Enterprises, are those where majority ownership or control is by people from ethnic minority groups; or those where people from ethnic minority groups make up more than half of the partners or directors in day-to-day control of the business, or where the sole proprietor is from an ethnic minority group;<sup>3</sup> and
  - 7.1.5 LGBTQ+ Owned or Led Enterprises, being businesses majority owned and operated by individuals from the lesbian, gay, bisexual, transgender, and queer community.
- 7.2 The Supplier will submit a "Sub-contracting Action Plan" to the Authority within ninety (90) days of the Effective Date, or other such deadline as agreed with the Authority in writing. The Sub-contracting Action Plan shall be drafted by the Supplier to the Authority's satisfaction and shall set out at minimum the Supplier's:
- 7.2.1 targets and/or goals for supplier diversity, including but not limited to the percentage of Sub-contracts awarded to diverse suppliers in the delivery of the services under this Contract;
  - 7.2.2 strategies, actions, and timelines for achieving its supplier diversity goals and targets that maximise subcontracting opportunities for

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<sup>1</sup> Crown Commercial Service, Glossary. URL: <https://www.crowncommercial.gov.uk/glossary>

<sup>2</sup> Federation of Small Businesses, FSB, Supporting Women's Enterprise in the UK: The Economic Case. URL: <https://www.fsb.org.uk/resource-report/supporting-women-s-enterprise-in-the-uk.html>

<sup>3</sup> MSDUK, URL: <https://www.msduk.org.uk/>

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diverse suppliers in its supply chain for the delivery of the Services. This may include but not be limited to:

- (a) outreach and advertising initiatives to solicit bids from diverse suppliers;
- (b) mentorship programs to build the capacity of diverse suppliers in the areas of business development and access to networks; and/or
- (c) preferential terms (which shall in each case comply with any minimum requirements for Sub-contracts as set out in this Contract) including provisions or conditions to support the inclusion of diverse suppliers in procurement processes such as reserved contracting opportunities allocated to diverse suppliers, expedited invoice payments, support with access to affordable financing options.

- 7.3 The Supplier shall provide quarterly progress reports against the Sub-contracting Action Plan detailing the scope(s) of work to be performed by Sub-contractors, including contact information of such Sub-contractors, value and volume of Sub-contracts that have been awarded, are active, and that have expired since the Effective Date, to Sub-contractors.
- 7.4 The Authority reserves the right to audit compliance with these requirements on reasonable advanced notice. The Authority reserves the right to evaluate the Supplier's performance in meeting supplier diversity goals as set out in the Sub-contracting Action Plan and may consider such performance in the overall assessment of the Supplier's contract performance.

## **8 PROMPT PAYMENT**

- 8.1 On a monthly basis commencing in the first month after the Commencement Date, the Supplier shall provide to the Authority a summary report of its payment performance for:
- (a) Subcontractors; and
  - (b) its wider supply chain.
- 8.2 The summary provided by the Supplier under Paragraph 8.1 above shall demonstrate the proportion of invoices paid within 5 calendar days, 30 calendar days, 60 calendar days, and the proportion of invoices paid outside of the relevant contractual payment periods.
- 8.3 Where the Supplier's performance is not 100% of invoices paid within the relevant contractual payment periods, and/or within 60 (sixty) calendar days from the date of receipt of a valid invoice, the Supplier shall provide to the

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Authority within 5 days an improvement plan that details the steps the Supplier will take to improve its payment performance over the next 12 months. The Authority will monitor the improvement plan on a monthly basis during the scheduled contract management meetings.

- 8.4 If the Supplier was a signatory to the Prompt Payment Code at the Commencement Date of this Contract, or at any point during the Term becomes a signatory, the Supplier shall maintain that signatory status for the remained of the Term.

## **9 SUPPLY CHAIN RESILIENCE**

- 9.1 The Supplier recognises the importance of a resilient supply chain in the delivery of its obligations under this Contract. The Supplier shall create and maintain a map of its supply chain including details of (i) the Supplier, (ii) all Sub-contractors; and (iii) any other entity that the Supplier is aware is in its supply chain that is not a Sub-contractor, setting out at least:

- 9.1.1 the name, registered office and company registration number of each entity in the supply chain;
- 9.1.2 the function of each entity in the supply chain;
- 9.1.3 the location of any premises at which an entity in the supply chain carries out a function in the supply chain; and
- 9.1.4 confirmation of the last date that any supply chain due diligence (including but not limited to social and operational auditing) was conducting on that entity and premise.

## **10 SUPPLIER CODE OF CONDUCT**

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

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/779660/20190220-Supplier Code of Conduct.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf)

- 10.2 The Supplier shall use, and shall ensure its Sub-contractors use, reasonable endeavours to meet the standards set out in the Supplier Code of Conduct.

## ANNEX 2 REPORTING REQUIREMENTS

### 1 Reporting

- 1.1 The Supplier shall comply with reasonable requests by the Authority for information evidencing compliance:
- 1.1.1 with Paragraphs 2.1, 3.1 to 3.6 (inclusive), 3.10 and 4 of Annex 1 within fourteen (14) days of such request; and
  - 1.1.2 with Paragraphs, 2.2 and 3.7 to 3.14 (inclusive) of Annex 1 within thirty (30) days of such request, provided that such requests are limited to two (2) per Contract Year.
- 1.2 The Supplier shall ensure that all items set out in Table A below are prohibited from any aspect of the supply chain for this Contract. The Authority reserves the right to update the Prohibited Items list throughout the contractual term.
- 1.3 The Supplier shall complete the Sustainability Report in relation its provision of the Services under this Contract and provide the Sustainability Report to the Authority on the date and frequency outlined in Table C of this Annex.

**TABLE A – PROHIBITED ITEMS**

<b>The following consumer single use plastics are Prohibited Items:</b>	<b>Catering</b> <ul style="list-style-type: none"><li>a. Single use sachets e.g. coffee pods, sauce sachets, milk sachets</li><li>b. Take away cutlery</li><li>c. Take away boxes and plates</li><li>d. Cups made wholly or partially of plastic</li><li>e. Straws</li><li>f. Stirrers</li><li>g. Water bottles</li></ul>
	<b>Facilities</b> <ul style="list-style-type: none"><li>a. Single use containers e.g. hand soap, cleaning products</li><li>b. Wipes containing plastic</li></ul>

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	<b>Office Supplies</b> <ul style="list-style-type: none"><li>a. Plastic envelopes</li><li>b. Plastic wrapping for brochures</li><li>c. Paper or card which is bleached with chlorine</li></ul>
	<b>Packaging</b> <ul style="list-style-type: none"><li>a. Single use plastic packaging from deliveries where avoidable e.g. shrink wrapped packaging from office supplier or facilities products.</li><li>b. Single use carrier bags</li></ul>
<b>Authority specific Prohibitions</b>	Conflict minerals as defined by the <a href="https://www.gov.uk/guidance/conflict-minerals">https://www.gov.uk/guidance/conflict-minerals</a>
<b>Project specific Prohibitions</b>	<b>N/A</b>

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**TABLE B – PERMITTED ITEMS**

**Not used**

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**TABLE C – SUSTAINABILITY REPORTS**

<b>Sustainability Pillar</b>	<b>Report Name</b>	<b>Content of Report / Measure</b>	<b>Frequency of Report</b>
<b>Environmental</b>	<b>Climate change adaptation</b>	Provision of a Climate Change Adaptation (CCA) Risk Assessment in Year 1, inc: <ul style="list-style-type: none"><li>• overview of Supplier's assessed climate risk, including what adaptations / risk mitigation strategies are being employed</li><li>• annual update on material risks</li><li>• 3-yearly refresh and re-baseline</li></ul> Climate Change Adaptation risk will be pertinent to staff, systems, estates and any other supply chain factors that could influence ongoing delivery.	Annual
<b>Environmental</b>	<b>Raw Materials</b>	Provision of a confirmation statement and details of initiatives / actions undertaken to ensure there are zero conflict minerals (prohibited items) used in the products supporting the delivery of the contract	Annual

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<b>Sustainability Pillar</b>	<b>Report Name</b>	<b>Content of Report / Measure</b>	<b>Frequency of Report</b>
<b>Environmental</b>	<b>Waste</b>	Provision of a report into the waste produced in the delivery of the Contract, and how the below targets are being met: <ul style="list-style-type: none"> <li>• 0% waste to landfill (by quantity and weight)</li> <li>• 100% traceability of products at end of life (data mapping)</li> </ul>	Biannual
<b>Environmental</b>	<b>Energy</b>	Provision of a report of the total energy consumed in the delivery of the contract, and the sources of that energy supply	Biannual
<b>Environmental</b>	<b>Resource efficiency 1 (Cloud resource intensity)</b>	Provision of all below data from contract inception; any environmental breaches to be reported to the Contracting Authority immediately; quarterly updates to be made available <ul style="list-style-type: none"> <li>• Energy consumption (KWh)</li> <li>• tCo2e</li> <li>• Water usage</li> <li>• Power Usage Effectiveness (PUE) - target of 1.0</li> </ul>	Quarterly
<b>Environmental</b>	<b>Resource efficiency 2 (Cloud design &amp; processes impacting on End User consumption)</b>	Provision of user-centred environmental data and suggestions, including: <ul style="list-style-type: none"> <li>• Energy consumption per business useful transaction and energy consumption per user</li> <li>• Co2e consumption per business useful transaction and Co2e consumption per user</li> <li>• Processing efficiency intervention opportunities (e.g. linked to self-serve and reduced user interaction time)</li> </ul>	Annual



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Sustainability Pillar	Report Name	Content of Report / Measure	Frequency of Report
Environmental	Live Data / Reporting (Cloud)	Regularly maintain an audit of live data to check for duplicate datasets and unnecessary / duplicated reports to avoid unnecessary energy usage; make recommendations to the Authority where efficiencies are possible such as switching off environments that are not being used to reduce energy usage and decommissioning unnecessary systems.	Biannual
Environmental	Meeting HMG Strategy - Reporting	Ongoing compliance to: <ul style="list-style-type: none"> <li>• Greening government: ICT and digital services strategy 2020-2025, as updated from time to time</li> <li>• Technology Code of Practice</li> <li>• STAR</li> <li>• GoCodeGreen</li> </ul>	Annual and at Authority request
Social	Modern Slavery	Supplier to complete Modern Slavery Assessment Tool (MSAT) within 60 days of contract award	Completion within 60 days of contract award
Social	Modern Slavery	Supplier shall complete the Modern Slavery Assessment Tool (MSAT) annually throughout the Term, and make known the outcomes of their modern slavery assessment to the Authority	Annual

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<b>Sustainability Pillar</b>	<b>Report Name</b>	<b>Content of Report / Measure</b>	<b>Frequency of Report</b>
<b>Social</b>	<b>Modern Slavery</b>	Supplier shall use the outputs of the MSAT to build a Modern Slavery Continuous Improvement Plan which shall be agreed with the Authority and progress against it shall be monitored on a regular basis.	Quarterly
<b>Social</b>	<b>Modern Slavery</b>	Provision of a report into any suspected or actual incidents of modern slavery within the Supplier's supply chain, including how the Supplier was made aware of the incident, what steps have been taken to investigate and remediate, and how the Supplier ensured a victim-centred approach was taken.	Where appropriate, following a suspected or actual incident
<b>Social</b>	<b>Supplier Diversity</b>	Provision of progress reports against the agreed supplier diversity action plan	Quarterly
<b>Social</b>	<b>Social Value</b>	Provision of progress reports against social value commitments	Quarterly
<b>Social</b>	<b>Social Value</b>	Provision of a report detailing the annual social value impact achieved through the delivery of the contract, including relevant case studies of specific initiatives / impact achieved	Annual
<b>Economic</b>	<b>Prompt Payment</b>	Provision of payment performance reports for: (a) Subcontractors, and (b) the wider supply chain	Monthly

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<b>Sustainability Pillar</b>	<b>Report Name</b>	<b>Content of Report / Measure</b>	<b>Frequency of Report</b>
<b>Economic</b>	<b>Supply Chain Resilience</b>	Provision of a supply chain report detailing: details of (i) the Supplier, (ii) all sub-contractors and (iii) any other entity that the Supplier is aware is in its supply chain that is not a sub-contractor, setting out at least: (a) the name, registered office and company registration number of each entity in the supply chain; (b) the function of each entity in the supply chain; (c) the location of any premises at which an entity in the supply chain carries out a function in the supply chain; and (d) confirmation of the last date that any supply chain due diligence (e.g. social / operational auditing) was conducting on that entity and premise	Annual

## **ANNEX 3 SOCIAL VALUE COMMITMENTS & DELIVERY PLANS**

The Supplier shall, throughout the Term of the Contract, deliver against their Social Value commitments set out in this Annex 3.

### **1. ENVIRONMENT AND SUSTAINABILITY**

- 1.1 The Supplier is committed to responsible sourcing. As part of its "Codes of Conduct", it prohibits all forms of Modern Slavery and the use of conflict minerals (including T4G minerals: tin, tantalum, tungsten, and gold) which can occur in electronic products, including ICT hardware. The Supplier maintains processes to review its compliance in this regard, and if such instances arise, steps are taken to eradicate their use, including termination.
- 1.2 The Supplier will adopt a consistent set of principles to guide architecture design and technology selection when designing, developing, and delivering products. This drives consistent architectural decisions, reduces technical complexity and risk, lowers infrastructure costs and energy consumption. The Supplier has improved operational efficiency through automated resource provisioning, which reduces manual intervention, errors, and human effort. The Supplier will work with its supply chain partners throughout the Contract, including [REDACTED] and [REDACTED] to ensure all ICT resources are deployed and run efficiently. The Supplier will report on energy usage, carbon intensity and GHG emissions associated with this and other parts of the service delivery in the Sustainability Reports.
- 1.3 The Supplier will focus on e-waste management by maximising the reuse of its computers. While not manufacturing hardware, the Supplier will maintain a significant inventory of electronic equipment used by its associates. The Supplier will upcycle, and not simply recycle, devices and donate them to schools, colleges, and charities globally to increase access to digital technology for underserved populations. In 2021, the Supplier launched a global commitment to keep 80,000 computers out of landfill and had kept over 62,000 computers out of landfills by 2022. The Supplier remains focused on meeting its goal in 2024.
- 1.4 As at the Effective Date, the Supplier has a target to reduce its absolute emissions: 50% by 2030 and 90% by 2040, and to source 100% of its electricity from renewable sources by 2026. The Supplier has established principles for ensuring the offsets purchased meet the Supplier's requirements and align with credible global standards, while seeking vendors and projects that met the Supplier's criteria. The Supplier has an ongoing programme which aims to train 100,000 associates by the end of 2024 in climate change, biodiversity and sustainability competencies.

1.5 The Supplier's net zero goal is validated by the Science Based Targets Initiative (SBTi) in two phases: near term and long term. By 2026 the Supplier intends to reach 100% renewable electricity and for at least 90% of its top 150 suppliers (by emissions) to set a science-based target to reduce emissions. By 2030, the Supplier intends to reduce absolute emissions by 50% in global operations and supply chain, offsetting the remainder. By 2040, the Supplier will reduce absolute emissions by 90% in its global operations and supply chain, offsetting remaining unavoidable emissions. The Supplier plans to achieve this through six main levers: "Green IT"/energy/supply chain/travel/use of offsets/training.

1.6 For the Supplier, as at the Effective Date:

- 1.6.1 the Supplier has dedicated climate change adaption governance resources at leadership and operational levels.
- 1.6.2 at executive level, the Supplier's CEO has overall responsibility to address climate risk and facilitate climate related opportunity.
- 1.6.3 day-to-day responsibility sits with the Supplier's Chief Sustainability Officer (CSO), who works closely with the CEO and reports to General Counsel and Chief Corporate Affairs Officer.
- 1.6.4 The CSO and ESG team are responsible to embed climate considerations throughout the Supplier's business, including orchestrating the execution of its ambitious emissions reduction targets. To achieve this objective, the CSO works cross-functionally with many leaders, e.g. Chief Audit Executive (Internal Audit) and Enterprise Risk Management (ERM), the Chief Security Officer and Chief Administrative Officer.

1.7 As at the Effective Date, the Supplier will prioritise absolute emissions reductions before the purchase of carbon offsets. The Supplier strives for absolute reductions, but also recognise the physical and economic barriers to a near-term zero-carbon economy. The Supplier's goal is rapid decarbonisation allowing for the continued growth and prosperity of the Supplier's associates, communities and clients. To achieve this, the Supplier believes quality offsets have a place in the global transition to a lower-carbon economy, and plans to use them only where absolute emissions reductions are not physically or financially viable. The Supplier's energy efficiency program is a priority. The Supplier focuses most of its energy efficiency work in its owned buildings, as the Supplier's largest source of energy use and the Supplier has most flexibility and ability to determine and influence demand. The Supplier's programme to improve energy efficiency includes equipment upgrades, e.g., "HVAC" equipment, more modern "UPS" systems and retrofitting LED lighting. Looking ahead, the Supplier is setting up a centralised enterprise building management system platform in India to integrate all facilities and organise energy use data from multiple sites into a single, easily accessible online repository. Real-time information will improve

data analysis and facilitate decision-making. Additionally, the Supplier can provide a flexible and reliable database that interfaces with analytical tools on cloud spaces for fine-tuning, benchmarking and driving change throughout the Supplier's built environment.

- 1.8 Reporting for those environmental commitments which are to be measured and managed at a contract level will be integrated into the regular governance for the SI and SaaS contracts. Recognising that a significant proportion of the Supplier's proposed commitments in this field sit at a corporate level, The Supplier will schedule regular meetings with the relevant global sustainability leaders and subject matter experts from the Supplier and the SaaS Vendor during the contractual term, at which the Supplier will update the Authority and Matrix Cluster members on progress, new initiatives and revisions to Climate Change Adaptation plans that are relevant to the services the Supplier is delivering. Over the Contract Term, it is likely that the Supplier will have access to new capabilities to report sustainability information on a more granular and timelier basis. The Supplier will keep these matters under regular review, with a view to providing more timely and relevant information to the Authority as and when this is possible. One possible approach to this would be to include sustainability reporting as a standing item for the Continuous Improvement activities outlined in response to question 5.3, so that any enhancements can be managed through the relevant governance process.

## **2. WELLBEING AND TACKLING ECONOMIC INEQUALITY**

- 2.1 The Supplier will establish (at the Supplier's investment) an Office of Social Value (OSV). This will comprise dedicated social value leads, Vanessa Soames for the Supplier and James Johns for the SaaS Vendor, together with sponsor executives from the Supplier and the SaaS Vendor, with an invite for the Matrix Cluster to include a representative from the Government Centre of Excellence for Social Value and two departmental representatives, who could rotate annually. The OSV will drive delivery of the Supplier's Social Value commitments alongside the Implementation Services, ensuring the Matrix Cluster's Social Value priorities are represented.

- 2.2 The Supplier shall meet the commitments set out in Table 1 below.

- 2.3 As at the Effective Date:

- 2.3.1 Fair pay: The Supplier offers competitive total rewards packages, including salary, bonus, shares and additional allowances.
- 2.3.2 Satisfaction: The Supplier, through its Caring People, Vibrant Culture, engages its people on purposeful, rewarding work.
- 2.3.3 Participation and progression: The Supplier conducts regular progress and career reviews for staff, covering development plans, job moves and career check-ins.

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- 2.3.4 Safety, wellbeing & security: The Supplier has comprehensive wellbeing programmes, including physical/mental health, financial and work/life balance, and access to a range of support services.
- 2.3.5 Voice and autonomy: The Supplier measures employee engagement regularly using surveys and the SaaS Vendor's "Peakon" in order to drive interventions when engagement falls below benchmarks.
- 2.4As at the Effective Date, the Supplier is a "Disability Confident Committed Employer" Level 1, working towards Level 2, ensuring the Supplier provides inclusive and accessible recruitment practices and support staff who acquire a disability or long-term condition to stay in work.
- 2.5As at the Effective Date, the Supplier has been able to minimise staff turnover and improve productivity by offering a flexible working arrangement called "WorkFlex". This lets staff design their working pattern whilst ensuring they meet the Supplier and client needs, varying hours (part-time, condensed, job-share or term-time), schedule and working days. This particularly supports employees with disabilities or long-term health conditions to manage their treatments, commitments and energy levels.
- 2.6The Supplier shall meet the commitments in Table 2 below.
- 2.7The Supplier will provide visible leadership throughout, training and development including development plans, best practice workshops and 'lunch and learns', as agreed by the Parties through the Social Value Forum.
- 2.8The Supplier will partner on events such as "Teach the Nation to Code" and "Python Social Value" bootcamp with "CodeVerse" to stimulate local skills growth and development (training and employment) for SMEs in the local area or participating in the contract.
- 2.9The Supplier shall meet the commitments in Table 3 below.

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**Table 1 (MAC 7.1)**

Social Value Commitment	Outcomes (what will be achieved in respect of Wellbeing?)	Start Date	End Date	Review Dates	Measurable Targets	Data Collection Tools / Processes	Reporting Frequency
DCP – The Supplier	Inclusive and Transparent Recruitment	After initial SV Work-shop Held between Aug 2024 -Nov 2024- plan then finalise Dec 2024 to start Jan 2025	End of Contract for Cognizant Jan 2028	Year 1 1/01/25 - 31/12/2025 reporting in Apr, Jul, Oct, Jan 2026, thereafter according to regular cadence (Jan, Apr, Jul, Oct) until relevant contract term expiry.	100% of new hires for the Contract	Published in the SV Report	Quarterly
Mental Health Ally	Encourage self-care and positive mental health practices, spot early warning signs for deteriorating wellbeing/mental health as well as signpost people to professional help	After initial SV Work-shop Held between Aug 2024 -Nov 2024- plan then finalise Dec 2024 to start Jan 2025	End of Contract	Year 1 1/01/25 31/12/2025 reporting in Apr, Jul, Oct, Jan 2026, thereafter according to regular cadence (Jan, Apr, Jul, Oct) until relevant contract term expiry.	1 Mental Health Ally	Published in the SV Report	Quarterly
Buddy	Ensure efficient and effective onboarding of all resources and buddies allocated are best placed to support the individual	After initial SV Work-shop Held between Aug 2024 -Nov 2024- plan then finalise Dec 2024 to start Jan 2025	End of Contract	Year 1 1/01/25 31/12/2025 reporting in Apr, Jul, Oct, Jan 2026, thereafter according to regular cadence (Jan, Apr, Jul, Oct) until relevant contract term expiry.	100% of new team members allocated a buddy	Published in the SV Report	Quarterly
Health and wellbeing community events	Ensure the support for the physical, mental, emotional and financial wellbeing of our contract workforce.	After initial SV Work-shop Held between Aug 2024 -Nov 2024- plan then finalise Dec 2024 to start Jan 2025	End of Contract	Year 1 1/01/25 31/12/2025 reporting in Apr, Jul, Oct, Jan 2026, thereafter according to regular cadence (Jan, Apr, Jul, Oct) until relevant contract term expiry.	2 events annually	Published in the SV Report	Quarterly
EAP	At the Effective Date, the Supplier's dedicated EAP and medical services team offer 24/7 support e.g. relationship counselling and parenting.	After initial SV Work-shop Held between Aug 2024 -Nov 2024- plan then finalise Dec 2024 to start Jan 2025	End of Contract	Year 1 1/01/25 31/12/2025 reporting in Apr, Jul, Oct, Jan 2026, thereafter according to regular cadence (Jan, Apr, Jul, Oct) until relevant contract term expiry.	100%	Published in the SV Report	Quarterly



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Associate Financial Support Cushion	As at the Effective Date Cognizant offers access to financial resources, tools and webinars including financial saving plans (ISA's) and resources (e.g. Apple, Dell, Jabra, HP, and Lenovo employee programmes) and will continue on-going programs of financial discounts and car leasing options through partner Cushon.	After initial SV Work-shop Held between Aug 2024 -Nov 2024- plan then finalise Dec 2024 to start Jan 2025	End of Contract for Cognizant Jan 2028	Year 1 1/01/25 31/12/2025 reporting in Apr,Jul, Oct, Jan 2026, thereafter according to regular cadence (Jan, Apr, Jul, Oct) until relevant contract term expiry.	100% have access	Published in the SV Report	Quarterly
Mindfulness in the Community Workshops	As at the Effective Date The Supplier has a Mindfulness Based Stress Reduction programme delivering the most in-depth training. Resources are included for regular home practice (30 mins per day recommended), powerfully this identifies unhelpful thinking patterns or unconscious habits and replaces them with more helpful ones	After initial SV Work-shop Held between Aug 2024 -Nov 2024- plan then finalise Dec 2024 to start Jan 2025	End of Contract for	Year 1 1/01/25 31/12/2025 reporting in Apr,Jul, Oct, Jan 2026, thereafter according to regular cadence (Jan, Apr, Jul, Oct) until relevant contract term expiry.	8 x 2 hour weekly sessions for up to 14 delegates once a year	Published in the SV Report	Quarterly
Mental Health Resilience Training	Covering practical tools, techniques and strategies to adapt to change, deal with uncertainty, recover after hardship and persevere through difficulties.	After initial SV Work-shop Held between Aug 2024 -Nov 2024- plan then finalise Dec 2024 to start Jan 2025	End of Contract	Year 1 1/01/25 31/12/2025 reporting in Apr,Jul, Oct, Jan 2026, thereafter according to regular cadence (Jan, Apr, Jul, Oct) until relevant contract term expiry.	4 trainings a Year available for up to 14 delegates a time	Published in the SV Report	Quarterly
Discounted gym membership	As at the Effective Date the Supplier offers discounted gym membership and encourage team activities through sponsoring events such as a 5-a-side football tournaments or orienteering challenges.	After initial SV Work-shop Held between Aug 2024 -Nov 2024- plan then finalise Dec 2024 to start Jan 2025	End of Contract	Year 1 1/01/25 31/12/2025 reporting in Apr,Jul, Oct, Jan 2026, thereafter according to regular cadence (Jan, Apr, Jul, Oct) until relevant contract term expiry.	100% have access	Published in the SV Report	Quarterly

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Community volunteering	Support digital bootcamps, training events, employability workshops and driving community health/wellbeing outcomes.	After initial SV Work-shop Held between Aug 2024 -Nov 2024- plan then finalised Dec 2024 to start Jan 2025	End of Contract Jan 2028	Year 1 1/01/25 31/12/2025 reporting in Apr, Jul, Oct, Jan 2026, thereafter according to regular cadence (Jan, Apr, Jul, Oct) until relevant contract term expiry.	Half a day annually for Matrix contract workforce	Published in the SV Report	Quarterly
Measure the number of times Mental Health Ally are accessed	From the results the Supplier adapt comms to all staff and run different programmes to support wellbeing, taking into account what themes are coming up.	After initial SV Work-shop Held between Aug 2024 -Nov 2024- plan then finalised Dec 2024 to start Jan 2025	End of Contract Jan 2028	Year 1 1/01/25 31/12/2025 reporting in Apr, Jul, Oct, Jan 2026, thereafter according to regular cadence (Jan, Apr, Jul, Oct) until relevant contract term expiry.	Report numbers of employee who accessed the mental health ally	Published in the SV Report	Quarterly
Surveys	To gather feedback and ensure regular employee participation including (Employee Satisfaction Surveys, Internal Customer Satisfaction Surveys, Employee outings etc.).	After initial SV Work-shop Held between Aug 2024 -Nov 2024- plan then finalised Dec 2024 to start Jan 2025	End of Contract	Year 1 1/01/25 31/12/2025 reporting in Apr, Jul, Oct, Jan 2026, thereafter according to regular cadence (Jan, Apr, Jul, Oct) until relevant contract term expiry.	Total of 2 surveys yearly from one of those listed	Published in the SV Report	Quarterly
Town halls	To share strategic direction, success, challenges, and reward ideas for ways to improve our delivery across DESNZ/DSIT, DBT, CO, DCMS, DfE, AGO, HMT, and DHSC. 2 a year will include mental health and wellbeing in the agenda	After initial SV Work-shop Held between Aug 2024 -Nov 2024- plan then finalised Dec 2024 to start Jan 2025	End of Contract	Year 1 1/01/25 31/12/2025 reporting in Apr, Jul, Oct, Jan 2026, thereafter according to regular cadence (Jan, Apr, Jul, Oct) until relevant contract term expiry.	4 yearly	Published in the SV Report	Quarterly

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**Table 2 (MAC 2.2)**

Social Value Commitment	Outcomes (what will be achieved in respect of Wellbeing?)	Start Date	End Date	Review Dates	Measurable Targets	Data Collection Tools / Processes	Reporting Frequency
Uphold the 5 foundational principles of the Good Work Plan	Ensure Supplier uphold the 5 foundational principles of the Good Work Plan	After initial SV Workshop Held between Aug -Nov 2024 -plan then finalised start Jan 2025	End of Contract	Year 1 1/01/25 31/12/2025 reporting in Apr, Jul, Oct, Jan 2026, thereafter according to regular cadence (Jan, Apr, Jul, Oct) until relevant contract term expiry.	Report annually on what activities have happened to contribute to meeting the plan	Published in the SV Report	Quarterly
Mobilise partnerships	To identify, upskill & facilitate employment for underrepresented talent in dedicated programmes	After initial SV Workshop Held between Aug -Nov 2024 -plan then finalised start Jan 2025	End of Contract for Cognizant Jan 2028	Year 1 1/01/25 31/12/2025 reporting in Apr, Jul, Oct, Jan 2026, thereafter according to regular cadence (Jan, Apr, Jul, Oct) until relevant contract term expiry.	Number of Learners supported each year of Cognizant contract - 10	Published in the SV Report	Quarterly
Levy Transfer £50,000 a year to SME's	To undertake a digital skills Apprenticeship	After initial SV Workshop Held between Aug -Nov 2024 -plan then finalised start Jan 2025	End of Contract for Cognizant Jan 2028	Year 1 1/01/25 31/12/2025 reporting in Apr, Jul, Oct, Jan 2026, thereafter according to regular cadence (Jan, Apr, Jul, Oct) until relevant contract term expiry.	£50,000 of levy transfer Contract Year 1 (subsequent Contract Years to be confirmed depending on legislation / levy changes)	Published in the SV Report	Quarterly
Women in Technology leadership programme	Partnering with QA we developed a (Level 7) MSc programme to accelerate leadership careers in Cognizant Technology functions for Women. For managers and above it equips senior leadership skills through personalised training and fosters valuable connections and sessions with fellow women leaders globally.	After initial SV Workshop Held between Aug -Nov -plan then finalised start Jan 2025	End of Contract for Cognizant Jan 2028	Year 1 1/01/25 31/12/2025 reporting in Apr, Jul, Oct, Jan 2026, thereafter according to regular cadence (Jan, Apr, Jul, Oct) until relevant contract term expiry.	Levy transfers for 1 Woman in SMEs supply chain or 1 Matrix staff member using their own Levy in Contract Year 1 (subsequent Contract Years to be confirmed depending on legislation / levy changes)	Published in the SV Report	Quarterly

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Transform workshop	As at the Effective Date, designed for students to understand roles in Public Sector. These are full-day research challenges on topics including: sustainability, cost of living crisis, belonging in the community, knife crime, etc.	After initial SV Workshop Held between Aug -Nov -plan then finalised start Jan 2025	End of Contract for Cognizant Jan 2028	Year 1 1/01/25 31/12/2025 reporting in Apr, Jul, Oct, Jan 2026, thereafter according to regular cadence (Jan, Apr, Jul, Oct) until relevant contract term expiry.	1 Workshop a year of lifetime of Cognizant contract	Published in the SV Report	Quarterly
Volunteering	To raise awareness of technology careers through our partnership with for example LetsLocalise and the 1Hour Project	After initial SV Workshop Held between Aug -Nov -plan then finalised start Jan 2025	End of Contract for Cognizant Jan 2028	Year 1 1/01/25 31/12/2025 reporting in Apr, Jul, Oct, Jan 2026, thereafter according to regular cadence (Jan, Apr, Jul, Oct) until relevant contract term expiry.	½ day per Matrix Supplier employee	Published in the SV Report	Quarterly
Cognizant mentoring platform for Veterans and Early Talent - Cognizant	The service lets them see the profile of the mentors and choose the mentor they most identify with in terms of background and skill.	After initial SV Workshop Held between Aug -Nov -plan then finalised start Jan 2025	Jan 2026	Year 1 1/01/25 31/12/2025 reporting in Apr, Jul, Oct, Jan 2026, thereafter according to regular cadence (Jan, Apr, Jul, Oct) until relevant contract term expiry.	Mentoring platform will run until Jan 2026	Published in the SV Report	Quarterly
Affinity Group Engagement	To seek input from our Affinity groups and Employee Belonging Councils (Disability, Gender, LGBTQ+, Multicultural, Veterans, Working Families, etc.)	After initial SV Workshop Held between Aug -Nov -plan then finalised start Jan 2025	End of Contract for Cognizant Jan 2028	Year 1 1/01/25 31/12/2025 reporting in Apr, Jul, Oct, Jan 2026, thereafter according to regular cadence (Jan, Apr, Jul, Oct) until relevant contract term expiry.	4 sessions over the contract	Published in the SV Report	Quarterly
Upskill our employees through learning pathways connected to career mapping by grade and role - Cognizant	We work with our OEM partners such as [REDACTED] and [REDACTED] to achieve the high levels of certification required to support our elite partner status.	After initial SV Workshop Held between Aug -Nov -plan then finalised start Jan 2025	End of Contract for Cognizant Jan 2028	Year 1 1/01/25 31/12/2025 reporting in Apr, Jul, Oct, Jan 2026, thereafter according to regular	Learning hours	Published in the SV Report	Quarterly

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				cadence (Jan, Apr, Jul, Oct) until relevant contract term expiry.			
Up-to-date professional development plans	We will provide opportunities for mentorship and access to resources e.g. Udemu (for Cognizant staff - online learning and teaching marketplace).	After initial SV Workshop Held between Aug -Nov -plan then finalised start Jan 2025	End of Contract-	Year 1 1/01/25 31/12/2025 reporting in Apr,Jul, Oct, Jan 2026, thereafter according to regular cadence (Jan, Apr, Jul, Oct) until relevant contract term expiry.	100% of Matrix contract workforce to have a plan	Published in the SV Report	Quarterly
Cognizant will offer digital-skills training to local communities via our Outreach volunteering programme - Cognizant	This includes one week Work Experience in July for Year 12 students	After initial SV Workshop Held between Aug -Nov -plan then finalised start Jan 2025	End of 2026	Year 1 1/01/25 31/12/2025 reporting in Apr,Jul, Oct, Jan 2026, thereafter according to regular cadence (Jan, Apr, Jul, Oct) until relevant contract term expiry.	5 students in 2025 and 2026	Published in the SV Report	Quarterly
Certified in critical technologies	We will provide relevant certification, leveraging the cloud to perform analytics and use of AI/ML. We will provide courses that can be accessed and tracked via our C-Learn platform to upskill themselves.	After initial SV Workshop Held between Aug -Nov -plan then finalised start Jan 2025	End of Contract for Cognizant Jan 2028	Year 1 1/01/25 31/12/2025 reporting in Apr,Jul, Oct, Jan 2026, thereafter according to regular cadence (Jan, Apr, Jul, Oct) until relevant contract term expiry.	30% of the Contract team	Published in the SV Report	Quarterly
Facilitate professional certification	We will support staff working on the project to secure, maintain and enhance relevant professional certifications, in particular those relating to Workday's products	After initial SV Workshop Held between Aug -Nov -plan then finalised start Jan 2025	End of Contract-	Year 1 1/01/25 31/12/2025 reporting in Apr,Jul, Oct, Jan 2026, thereafter according to regular cadence (Jan, Apr, Jul, Oct) until relevant contract term expiry.	All relevant Matrix Contract team members.	Published in the SV Report	Quarterly

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Tailored training -	Tailored training including 'lunch and learn' and training workshops to support education attainment relevant to Matrix	After initial SV Workshop Held between Aug -Nov -plan then finalised start Jan 2025	End of Contract for Cognizant Jan 2028	Year 1 1/01/25 31/12/2025 reporting in Apr, Jul, Oct, Jan 2026, thereafter according to regular cadence (Jan, Apr, Jul, Oct) until relevant contract term expiry.	4 times annually	Published in the SV Report	Quarterly
Sponsor Forces Employment Charity	To better understand industry relevant technical skill-gaps. We run events as part of TechVets programme, to improve its reach, tracking and engagement into training and employment, to more effectively support the military community to find work in technology	After initial SV Workshop Held between Aug -Nov -plan then finalised start Jan 2025	End of Contract for Cognizant Jan 2028	Year 1 1/01/25 31/12/2025 reporting in Apr, Jul, Oct, Jan 2026, thereafter according to regular cadence (Jan, Apr, Jul, Oct) until relevant contract term expiry.	To be agreed in Activation workshop and subsequently reviewed on an annual basis.	Published in the SV Report	Quarterly
Teach the Nation to code Workshops	As at the Effective Date, to gain digital skills and support individuals from diverse social backgrounds, advising them to gain a career in the tech	After initial SV Workshop Held between Aug -Nov -plan then finalised start Jan 2025	End of Contract for Cognizant Jan 2028	Year 1 1/01/25 31/12/2025 reporting in Apr, Jul, Oct, Jan 2026, thereafter according to regular cadence (Jan, Apr, Jul, Oct) until relevant contract term expiry.	1 a year of Cognizant contract	Published in the SV Report	Quarterly
Access to Udemy - Cognizant	As at the Effective Date, to undertake skills training. Those affiliated with a charity or in education can have access to skills training on the Udemy learning platform.	After initial SV Workshop Held between Aug -Nov -plan then finalised start Jan 2025	End of Contract for Cognizant Jan 2028	Year 1 1/01/25 31/12/2025 reporting in Apr, Jul, Oct, Jan 2026, thereafter according to regular cadence (Jan, Apr, Jul, Oct) until relevant contract term expiry.	50 Udemy Licenses for community only	Published in the SV Report	Quarterly
Access to Cognizant Academy for Cognizant contract workforce - Cognizant	To aid life-long learning with recognised qualifications, career talks and mentoring.	After initial SV Workshop Held between Aug -Nov -plan then finalised start Jan 2025	End of Contract for Cognizant Jan 2028.	Year 1 1/01/25 31/12/2025 reporting in Apr, Jul, Oct, Jan 2026, thereafter according to regular	100%	Published in the SV Report	Quarterly

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				cadence (Jan, Apr, Jul, Oct) until relevant contract term expiry.			
Apprenticeship - Cognizant	A front loaded bootcamp for our graduate training programme. Relative to demand on the contract we will provide accelerated apprenticeship bootcamps in core tech areas e.g. Software Developer L4, Data Analyst L4, DevOps L4, and Cloud Technician L4	After initial SV Workshop Held between Aug -Nov -plan then finalised start Jan 2025	End of Contract for Cognizant Jan 2028	Year 1 1/01/25 31/12/2025 reporting in Apr, Jul, Oct, Jan 2026, thereafter according to regular cadence (Jan, Apr, Jul, Oct) until relevant contract term expiry.	To be agreed Following Activation workshop and in relation to demand, and subsequently reviewed on an annual basis and dependent on changes to legislation / the levy.	Published in the SV Report	Quarterly
DCP	Inclusive and Transparent Recruitment	After initial SV Workshop Held between Aug -Nov -plan then finalised start Jan 2025	End of Contract-	Year 1 1/01/25 31/12/2025 reporting in Apr, Jul, Oct, Jan 2026, thereafter according to regular cadence (Jan, Apr, Jul, Oct) until relevant contract term expiry.	100% of new hires for Matrix	Published in the SV Report	Quarterly

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**Table 3 (MAC 2.3)**

Social Value Commitment	Outcomes (what will be achieved in respect of Wellbeing?)	Start Date	End Date	Review Dates	Measurable Targets	Data Collection Tools / Processes	Reporting Frequency	Social Value Commitment
Apprenticeship	A front loaded bootcamp for our graduate training programme. Relative to demand on the contract we will provide accelerated apprenticeship bootcamps in core tech areas e.g. Software Developer L4, Data Analyst L4, DevOps L4, and Cloud Technician L4	After initial SV Workshop Held between Aug -Nov - plan then finalised start Jan 2025	End of Contract	Year 1 1/01/25 31/12/2025 reporting in Apr, Jul, Oct, Jan 2026, thereafter according to regular cadence (Jan, Apr, Jul, Oct) until relevant contract term expiry.	TBC depending on activation workshop and demand <u>and depending on legislation / levy changes</u>		Published in the SV Report	Quarterly



# **SCHEDULE 5**

## **SECURITY MANAGEMENT**

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**1 Definitions**

1.1 In this Schedule 5 (*Security Management*) the following definitions shall apply:

<b>“Anti-virus Software”</b>	means software that: <ul style="list-style-type: none"><li>(a) protects the Supplier Information Management System from the possible introduction of Malicious Software;</li><li>(b) scans for and identifies possible Malicious Software in the Supplier Information Management System;</li><li>(c) if Malicious Software is detected in the Supplier Information Management System, so far as possible:<ul style="list-style-type: none"><li>(i) prevents the harmful effects of the Malicious Software; and</li><li>(ii) removes the Malicious Software from the Supplier Information Management System;</li></ul></li></ul>
<b>“Authority Data”</b>	means any: <ul style="list-style-type: none"><li>(a) data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media;</li><li>(b) Personal Data for which the Authority is a, or the, Data Controller; or</li><li>(c) any meta-data relating to categories of data referred to in paragraphs (a) or (b);</li></ul> that is: <ul style="list-style-type: none"><li>(a) supplied to the Supplier by or on behalf of the Authority; or</li><li>(b) that the Supplier generates, processes, stores or transmits under this Contract; and</li></ul> for the avoidance of doubt includes the Code and any meta-data relating to the Code;
<b>“Authority Data Register”</b>	means the register of all Authority Data the Supplier, or any Sub-contractor, receives from or creates for the Authority, produced and maintained in accordance with paragraph 22 of the Security Requirements;
<b>“Authority Equipment”</b>	means any hardware, computer or telecoms devices, and equipment that forms part of the Authority System;
<b>“Authority System”</b>	means the information and communications technology system used by the Authority to interface with the Supplier Information Management System or through which the Authority receives the Services;
<b>“Breach Action Plan”</b>	means a plan prepared under paragraph 21.3 of the Security Requirements addressing any Breach of Security;

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<b>“Breach of Security”</b>	<p>means the occurrence of:</p> <ul style="list-style-type: none"><li>(a) any unauthorised access to or use of the Services, the Authority Premises, the Sites, the Supplier Information Management System and/or any information or data used by the Authority, the Supplier or any Sub-contractor in connection with this Contract, including the Authority Data and the Code;</li><li>(d) the loss (physical or otherwise), corruption and/or unauthorised disclosure of any information or data, including copies of such information or data, used by the Authority, the Supplier or any Sub-contractor in connection with this Contract, including the Authority Data and the Code; and/or</li><li>(e) any part of the Supplier Information Management System ceasing to be compliant with the Certification Requirements.</li><li>(f) the installation of Malicious Software in the:<ul style="list-style-type: none"><li>(i) Supplier Information Management System;</li><li>(ii) Development Environment; or</li><li>(iii) Developed System;</li></ul></li><li>(g) any loss of operational efficiency or failure to operate to specification as the result of the installation or operation of Malicious Software in the:<ul style="list-style-type: none"><li>(i) Supplier Information Management System;</li><li>(ii) Development Environment; or</li><li>(iii) Developed System; and</li></ul></li><li>(h) includes any attempt to undertake the activities listed in sub-paragraph (a) where the Supplier has reasonable grounds to suspect that attempt:<ul style="list-style-type: none"><li>(i) was part of a wider effort to access information and communications technology by or on behalf of Central Government Bodies; or</li><li>(ii) was undertaken, or directed by, a state other than the United Kingdom;</li></ul></li></ul>
<b>“Certification Default”</b>	means the occurrence of one or more of the circumstances listed in Paragraph 8.4 of this Schedule 5 (Security Management);
<b>“Certification Rectification Plan”</b>	means the plan referred to in Paragraph 8.5(a) of this Schedule 5 (Security Management);
<b>“Certification Requirements”</b>	means the requirements set out in Paragraph 8.3 of this Schedule 5 (Security Management);

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<b>“CHECK Scheme”</b>	means the NCSC’s scheme under which approved companies can conduct authorised penetration tests of public sector and critical national infrastructure systems and networks;
<b>“CHECK Service Provider”</b>	means a company which, under the CHECK Scheme: <ul style="list-style-type: none"> <li>(a) has been certified by the National Cyber Security Centre;</li> <li>(b) holds “Green Light” status; and</li> <li>(c) is authorised to provide the IT Health Check services required by paragraph 17 of the Security Requirements;</li> </ul>
<b>“Code”</b>	means, in respect of the Developed System: <ul style="list-style-type: none"> <li>(a) the source code;</li> <li>(b) the object code;</li> <li>(c) third-party components, including third-party coding frameworks and libraries; and</li> <li>(d) all supporting documentation;</li> </ul>
<b>“Code Review”</b>	means a periodic review of the Code by manual or automated means to: <ul style="list-style-type: none"> <li>(a) identify and fix any bugs; and</li> <li>(b) ensure the Code complies with: <ul style="list-style-type: none"> <li>(i) the requirements of this Schedule 5 (<i>Security Management</i>); and</li> <li>(ii) the Secure Development Guidance;</li> </ul> </li> </ul>
<b>“Code Review Plan”</b>	means the document agreed with the Authority under paragraph 8.3 of the Security Requirements setting out the requirements for, and frequency of, Code Reviews;
<b>“Code Review Report”</b>	means a report setting out the findings of a Code Review;
<b>“Developed System”</b>	means the software or system that the Supplier will develop under this Contract;
<b>“Development Activity”</b>	means any activity relating to the development, deployment maintenance and upgrading of the Developed System, including: <ul style="list-style-type: none"> <li>(a) coding;</li> <li>(b) testing;</li> <li>(c) code storage; and</li> <li>(d) deployment;</li> </ul>
<b>“Development Environment”</b>	means any information and communications technology system and the Sites that the Supplier or its Sub-contractors will use to provide the Development Activity;

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<b>“EEA”</b>	means the European Economic Area;
<b>“End-user Device”</b>	means any personal computers, laptops, tablets, terminals, smartphones or other portable electronic device used in the provision of the Services;
<b>“Email Service”</b>	means a service that will send, or can be used to send, emails from the Authority’s email address or otherwise on behalf of the Authority;
<b>“HMG Baseline Personnel Security Standard”</b>	means the employment controls applied to any individual member of the Supplier Personnel that performs any activity relating to the provision or management of the Services, as set out in “HMG Baseline Personnel Standard”, Version 6.0, May 2018 ( <a href="https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/714002/HMG_Baseline_Personnel_Security_Standard_-_May_2018.pdf">https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/714002/HMG_Baseline_Personnel_Security_Standard_-_May_2018.pdf</a> ), as that document is updated from time to time;
<b>“IT Health Check”</b>	means security testing of the Supplier Information Management System, insofar as it relates to the Developed System but excluding the Development Environment in accordance with paragraph 17 of the Security Requirements;
<b>"Live Data"</b>	<p>means:</p> <ul style="list-style-type: none"> <li>(a) any Personal Data which the Supplier shall process as a Processor under this Contract (including for the avoidance of doubt any masked and/or pseudonymised Data);</li> <li>(b) any non-Personal Data originating from the Authority's enterprise resource planning system(s) which is either actually and/or intended to be migrated into the Live Environment;</li> <li>(c) technical configuration data relating to the deployment or operation of the production environment, including information supporting the integration with 3rd party services, and</li> </ul> <p>for the avoidance of doubt, any data which is cloned and/or obfuscated from the above;</p>
<b>“Malicious Software”</b>	means any software program or code intended to destroy, interfere with, corrupt, remove, transmit or cause undesired effects on program files, data or other information, executable code, applications, macros or configurations whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
<b>“Modules Register”</b>	means the register of Third-party Software Modules required by paragraph 10.3 of the Security Requirements;
<b>“NCSC”</b>	means the National Cyber Security Centre;
<b>“NCSC Cloud Security Principles”</b>	means the NCSC’s document “Implementing the Cloud Security Principles” as updated or replaced from time to time and found at

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	<a href="https://www.ncsc.gov.uk/collection/cloud-security/implementing-the-cloud-security-principles">https://www.ncsc.gov.uk/collection/cloud-security/implementing-the-cloud-security-principles</a> .
<b>“NCSC Device Guidance”</b>	means the NCSC’s document “Device Security Guidance”, as updated or replaced from time to time and found at <a href="https://www.ncsc.gov.uk/collection/device-security-guidance">https://www.ncsc.gov.uk/collection/device-security-guidance</a> ;
<b>“NCSC Protecting Bulk Personal Data Guidance”</b>	means the NCSC’s document “Protecting Bulk Personal Data”, as updated or replaced from time to time and found at <a href="https://www.ncsc.gov.uk/collection/protecting-bulk-personal-data">https://www.ncsc.gov.uk/collection/protecting-bulk-personal-data</a>
<b>“NCSC Secure Design Principles”</b>	means the NCSC’s document “Secure Design Principles”, as updated or replaced from time to time and found at <a href="https://www.ncsc.gov.uk/collection/cyber-security-design-principles">https://www.ncsc.gov.uk/collection/cyber-security-design-principles</a> .
<b>"Non-Live Data"</b>	means data which is not (and does not contain any) Live Data and/or Reference Data, including but not limited to: <ul style="list-style-type: none"> <li>(a) configuration which does not include technical configuration data relating to the deployment or operation of the production environment, including information supporting the integration with 3rd party services; and</li> <li>(b) technical Code (including both Source Code and Object Code) developed by the Supplier and/or the SI as part of the Supplier Solution;</li> </ul>
<b>“OWASP”</b>	means the Open Web Application Security Project Foundation;
<b>“OWASP Secure Coding Practice”</b>	means the Secure Coding Practices Quick Reference Guide published by OWASP, as updated or replaced from time to time and found at <a href="https://owasp.org/www-project-secure-coding-practices-quick-reference-guide/migrated_content">https://owasp.org/www-project-secure-coding-practices-quick-reference-guide/migrated_content</a> ;
<b>“OWASP Top Ten”</b>	means the list of the most critical security risks to web applications published annually by OWASP and found at <a href="https://owasp.org/www-project-top-ten/">https://owasp.org/www-project-top-ten/</a> ;
<b>“Privileged User”</b>	means a user with system administration access to the Supplier Information Management System, or substantially similar access privileges;
<b>“Process”</b>	means any operation performed on data, whether or not by automated means, including collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of that data;
<b>“Prohibited Activity”</b>	means the storage, access or Processing of Authority Data prohibited by a Prohibition Notice;
<b>“Prohibition Notice”</b>	means a notice issued under paragraph 1.8 of the Security Requirements;
<b>“Protective Monitoring System”</b>	means the system implemented by the Supplier and its Sub-contractors under paragraph 19.1 of the Security Requirements to monitor and



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	analyse access to and use of the Supplier Information Management System, the Development Environment, the Authority Data and the Code;
<b>"Reference Data"</b>	means non-Personal Data which is provided to the Supplier by or on behalf of the Authority which relates to the internal workings, operations, and/or business of the Authority and/or any Department, including but not limited to cost centres chart of accounts.
<b>"Register of Support Locations and Third-Party Tools"</b>	<p>means the part of the Security Management Plan setting out, in respect of Support Locations and Third-Party Tools:</p> <ul style="list-style-type: none"> <li>(a) the nature of the activity performed at the Support Location or by the Third-Party Tool on the Code or the Authority Data (as applicable);</li> <li>(b) where that activity is performed by individuals, the place or facility from where that activity is performed; and</li> <li>(c) in respect of the entity providing the Support Locations or Third-Party Tools, its: <ul style="list-style-type: none"> <li>(i) full legal name;</li> <li>(ii) trading name (if any)</li> <li>(iii) country of registration;</li> <li>(iv) registration number (if applicable); and</li> <li>(v) registered address;</li> </ul> </li> </ul>
<b>"Relevant Activities"</b>	means those activities specified in paragraph 1.1 of the Security Requirements;
<b>"Relevant Certifications"</b>	<p>means:</p> <ul style="list-style-type: none"> <li>(a) ISO/IEC 27001:2013 by a UKAS-approved certification body in respect of the Supplier Information Management System, or the Supplier Information Management System is included within the scope of a wider certification of compliance with ISO/IEC 27001:2013; and</li> <li>(b) Cyber Essentials Plus;</li> </ul>
<b>"Relevant Convictions"</b>	means any previous or pending prosecution, conviction or caution (excluding any spent conviction under the Rehabilitation of Offenders Act 1974) relating to offences involving dishonesty, terrorism, immigration, firearms, fraud, forgery, tax evasion, offences against people (including sexual offences), or any other offences relevant to Services as the Authority may specify;
<b>"Remediation Action Plan"</b>	means the plan prepared by the Supplier in accordance with paragraph 17.11 to 17.15, addressing the vulnerabilities and findings in a IT Health Check report;
<b>"Secure Development Guidance"</b>	<p>means:</p> <ul style="list-style-type: none"> <li>(a) the NCSC's document "Secure development and deployment guidance" as updated or replaced from time</li> </ul>

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	<p>to time and found at <a href="https://www.ncsc.gov.uk/collection/developers-collection">https://www.ncsc.gov.uk/collection/developers-collection</a>; and</p> <p>(b) the OWASP Secure Coding Practice as updated or replaced from time to time;</p>
<b>“Security Management Plan”</b>	means the document prepared in accordance with the requirements of Paragraph 9 of this Schedule 5 (Security Management) and in the format, and containing the information, specified in Annex 2;
<b>“SMP Sub-contractor”</b>	<p>means a Sub-contractor with significant market power, and where:</p> <p>(a) such Sub-contractor will not contract other than on their own contractual terms; and</p> <p>(b) there is no other reasonably substitutable supplier of the particular services which is not also a SMP Sub-contractor;</p>
<b>“Sites”</b>	<p>means any premises:</p> <p>(a) from or at which:</p> <p>(i) the Services are (or are to be) provided; or</p> <p>(ii) the Supplier manages, organises or otherwise directs the provision or the use of the Services; or</p> <p>(b) where:</p> <p>(i) any part of the Supplier Information Management System is situated; or</p> <p>(ii) any physical interface with the Authority System takes place; and</p> <p>(c) for the avoidance of doubt include any premises at which Development Activities take place;</p>
<b>“Sub-contractor”</b>	<p>includes, for the purposes of this Schedule 5 (<i>Security Management</i>), any individual or entity that:</p> <p>(a) forms part of the supply chain of the Supplier; and</p> <p>(b) has access to, hosts, or performs any operation on or in respect of the Supplier Information Management System, the Development Environment, the Code and the Authority Data;</p>
<b>“Sub-contractor Personnel”</b>	<p>means:</p> <p>(a) any individual engaged, directly or indirectly, or employed, by any Sub-contractor; and</p> <p>(b) engaged in or likely to be engaged in:</p> <p>(i) the performance or management of the Services;</p> <p>(ii) or the provision of facilities or services that are necessary for the provision of the Services;</p>

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<b>“Supplier Information Management System”</b>	means: <ul style="list-style-type: none"><li>(a) those parts of the information and communications technology system and the Sites that the Supplier or its Sub-contractors will use to provide the Services;</li><li>(b) the associated information assets and systems (including organisational structure, controls, policies, practices, procedures, processes and resources); and</li><li>(c) for the avoidance of doubt includes the Development Environment;</li></ul>
<b>“Security Requirements”</b>	mean the security requirements in Annex 1 to this Schedule 5 ( <i>Security Management</i> );
<b>“Supplier Personnel”</b>	means any individual engaged, directly or indirectly, or employed by the Supplier or any Sub-contractor in the management or performance of the Supplier’s obligations under this Contract;
<b>“Support Location”</b>	means a place or facility where or from which individuals may access or Process the Code or the Authority Data;
<b>“Support Register”</b>	means the register of all hardware and software used to provide the Services which the Supplier shall produce and maintain in accordance with paragraph 11 of the Security Requirements;
<b>“Third-party Software Module”</b>	means any module, library or framework that: <ul style="list-style-type: none"><li>(a) is not produced by the Supplier or a Sub-contractor as part of the Development Activity; and</li><li>(b) either:<ul style="list-style-type: none"><li>(i) forms, or will form, part of the Code; or</li><li>(ii) is, or will be, accessed by the Developed System during its operation.</li></ul></li></ul>
<b>“Third-party Tool”</b>	means any activity conducted other than by the Supplier during which the Code or the Authority Data is accessed, analysed or modified or some form of operation is performed on it;
<b>“UKAS”</b>	means the United Kingdom Accreditation Service;

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## 2 Authority Options

2.1 Where the Authority has selected an option in the table below, the Supplier must comply with the requirements relating to that option set out in the relevant Paragraph:

<b>Authority risk assessment</b> (see Paragraph 3 of this Schedule 5 (Security Management))		
The Authority has assessed this Contract as:	a higher-risk agreement	<input type="checkbox"/>
	a standard agreement	<input type="checkbox"/>
<b>Certifications</b> (see Paragraph 8 of this Schedule 5) (applicable only for standard risk agreements)		
Where the Authority has assessed this Contract as a standard risk agreement, the Supplier must have the following Certifications	Cyber Essentials Plus	<input type="checkbox"/>
	Cyber Essentials	<input type="checkbox"/>
<b>Locations</b> for data storage (see Paragraph 1 of the Security Requirements)		
The Supplier and Sub-contractors may store, access or Process Authority Data in:	the United Kingdom only: <ul style="list-style-type: none"> <li>• Live Data; and</li> <li>• Reference Data unless otherwise agreed in accordance with Paragraph 4.</li> </ul>	<input type="checkbox"/>
	the United Kingdom and European Economic Area only	<input type="checkbox"/>
	anywhere in the world not prohibited by the Authority (any Authority Data which is not Live Data or Reference Data (unless otherwise agreed in accordance with paragraph 4), including Non-Live Data)	<input type="checkbox"/>
<b>Support Locations</b> (see Paragraph 1 of the Security Requirements)		
The Supplier and Subcontractors may operate Support Locations in:	the United Kingdom only	<input type="checkbox"/>
	the United Kingdom and European Economic Area only	<input type="checkbox"/>
	anywhere in the world not prohibited by the Authority	<input type="checkbox"/>
<b>Coding (restricted) Locations</b> (see Paragraph 1 of the Security Requirements)		
	the United Kingdom only	<input type="checkbox"/>

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The Supplier and Subcontractors may operate Support Locations in:	the United Kingdom and European Economic Area only	■
	anywhere in the world expressly permitted by the Authority	■

### **3 Authority risk assessment**

- 3.1 the Authority has assessed this Contract as a [REDACTED] agreement, and the Supplier must:
- (a) comply with all requirements of this Schedule 5 (*Security Management*); and
  - (b) hold the ISO/IEC 27001:2013 Relevant Certification from a UKAS-approved certification body (see Paragraph 8 of this Schedule 5 (*Security Management*)).
- 3.2 Not used
- 3.3 Not used

### **4 Introduction**

- 4.1 This Schedule 5 (*Security Management*) sets out:
- (a) the assessment of this Contract as a [REDACTED] agreement;
  - (b) the arrangements the Supplier must implement before, and comply with when, providing the Services and performing its other obligations under this Contract to ensure the security of:
    - (i) the Development Activity;
    - (ii) the Development Environment;
    - (iii) the Authority Data;
    - (iv) the Services; and
    - (v) the Supplier Information Management System;
  - (c) the principle of co-operation between the Supplier, the SaaS Vendor, and the Authority on security matters, in Paragraph 5 of this Schedule 5 (*Security Management*);
  - (d) the Authority's access to the Supplier Personnel and Supplier Information Management System, in Paragraph 7 of this Schedule 5 (*Security Management*);
  - (e) the Certification Requirements, in Paragraph 8 of this Schedule 5 (*Security Management*);
  - (f) the requirements for a Security Management Plan in the case of higher-risk agreements, in Paragraph 9 of this Schedule 5 (*Security Management*); and
  - (g) the Security Requirements with which the Supplier and its Sub-contractors must comply.

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**5 Principles of Security**

- 5.1 The Supplier acknowledges that the Authority places great emphasis on the confidentiality, integrity and availability of the Authority Data, and the integrity and availability of the Developed System, and, consequently, on the security of:
- (a) the Sites;
  - (b) the Services; and
  - (c) the Supplier's Information Management System.
- 5.2 The Parties shall share information and act in a co-operative manner at all times to further the principles of security in Paragraph 5.1 of this Schedule 5 (Security Management).
- 5.3 Notwithstanding the involvement of the Authority in the assurance of the Supplier Information Management System, the Supplier remains responsible for:
- (a) the security, confidentiality, integrity and availability of the Authority Data when that Authority Data is under the control of the Supplier or any of its Sub-contractors;
  - (b) the security and integrity of the Developed System; and
  - (c) the security of the Supplier Information Management System.
- 5.4 Where the Supplier, a Sub-contractor or any of the Supplier Personnel is granted access to the Authority System or to the Authority Equipment, it must comply with and ensure that all such Sub-contractors and Supplier Personnel comply with, all rules, policies and guidance provided to it and as updated from time to time concerning the Authority System or the Authority Equipment.

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

5.7 The Supplier and the Authority recognise the need for the Authority Data to be safeguarded under UK Data Protection Legislation. [REDACTED]

[REDACTED]

[REDACTED]

## 6 Security Requirements

6.1 The Supplier shall:

- (a) comply with the Security Requirements; and
- (b) subject to Paragraphs 6.2 and 6.4 of this Schedule 5 (Security Management), ensure that all Sub-contractors also comply with the Security Requirements.

6.2 Where a Sub-contractor is SMP Sub-contractor, the Supplier shall:

- (a) use all reasonable endeavours to ensure that the SMP Sub-contractor complies with the Security Requirements;
- (b) document the differences between Security Requirements the obligations that the SMP Sub-contractor is prepared to accept in sufficient detail to allow the Authority to form an informed view of the risks concerned;
- (c) take such steps as the Authority may reasonably require to mitigate those risks.

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

## 7 Access to Supplier Personnel and Supplier Information Management System

7.1 The Authority may require, and the Supplier must provide, and ensure that each Sub-contractor provides, the Authority and its authorised representatives with:

- (a) access to the Supplier Personnel, including, for the avoidance of doubt, the Sub-contractor Personnel;
- (b) access to the Supplier Information Management System, including those parts of the Supplier Information Management System under the control of, or operated by, any Sub-contractor; and
- (c) such other information and/or documentation that the Authority or its authorised representatives may require,

to allow the Authority to audit the Supplier and its Sub-contractors' compliance with this Schedule 5 (*Security Management*) and the Security Requirements.

7.2 The Supplier must provide the access required by the Authority in accordance with Paragraph 7.1 of this Schedule 5 (*Security Management*):

[REDACTED]

[REDACTED]

## 8 Certification Requirements

8.1 The Supplier shall ensure that, unless otherwise agreed by the Authority, both:

- (a) it; and

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(b) any Sub-contractor,

is certified as compliant with the Relevant Certifications.

8.2 Unless otherwise agreed by the Authority, before it begins to provide the Services, the Supplier must provide the Authority with a copy of:

(a) the Relevant Certifications for it and any Sub-contractor; and

(b) in the case of a higher-risk agreement, any relevant scope and statement of applicability required under the ISO/IEC 27001:2013 Relevant Certifications.

8.3 The Supplier must ensure that at the time it begins to provide the Services, the Relevant Certifications for it and any Sub-contractor are:

(a) currently in effect;

(b) cover at least the full scope of the Supplier Information Management System; and

(c) are not subject to any condition that may impact the provision of the Services or the Development Activity (the “**Certification Requirements**”).

8.4 The Supplier must notify the Authority promptly, and in any event within three (3) Working Days, after becoming aware that, in respect of it or any Sub-contractor:

(a) a Relevant Certification has been revoked or cancelled by the body that awarded it;

(b) a Relevant Certification expired and has not been renewed by the Supplier;

(c) a Relevant Certification no longer applies to the full scope of the Supplier Information Management System; or

(d) the body that awarded a Relevant Certification has made it subject to conditions, the compliance with which may impact the provision of the Services (each a “**Certification Default**”).

8.5 Where the Supplier has notified the Authority of a Certification Default under Paragraph 8.4 of this Schedule 5 (Security Management):

(a) the Supplier must, within 10 Working Days of the date in which the Supplier provided notice under Paragraph 8.4 of this Schedule 5 (Security Management) (or such other period as the Parties may agree) provide a draft plan (a “**Certification Rectification Plan**”) to the Authority setting out:

(i) full details of the Certification Default, including a root cause analysis;

(ii) the actual and anticipated effects of the Certification Default;

(iii) the steps the Supplier and any Sub-contractor to which the Certification Default relates will take to remedy the Certification Default;

(b) the Authority must notify the Supplier as soon as reasonably practicable whether it accepts or rejects the Certification Rectification Plan;

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- (c) if the Authority rejects the Certification Rectification Plan, the Supplier must within 5 Working Days of the date of the rejection submit a revised Certification Rectification Plan and Paragraph (b) will apply to the re-submitted plan;
- (d) the rejection by the Authority of a revised Certification Rectification Plan is a material Default of this Contract;
- (e) if the Authority accepts the Certification Rectification Plan, the Supplier must start work immediately on the plan.

8.6 For the avoidance of doubt, any delays during re-certification process (including certification renewal, reissue, extension or transition) for ISO 27001 or Cyber Essentials Plus owing to the external Certification Body (CB) will not constitute a Breach of Security or of the Contract. For such cases, Supplier will notify the Authority of any gaps or delays arising during re-certification without undue delay and shall notify the Authority of the reasons for such delay and the expected timescales for resolution to the extent they are available;

## **9 Security Management Plan**

9.1 The Supplier shall collaborate in good faith with the SaaS Vendor in its compliance with this paragraph 9.

### *Preparation of Security Management Plan*

9.2 The Supplier shall document in the Security Management Plan how the Supplier and its Sub-contractors shall comply with the requirements set out in this Schedule 5 (*Security Management*) and the Contract in order to ensure the security of the Development Environment, the Developed System, the Authority Data and the Supplier Information Management System.

9.3 The Supplier shall prepare and submit to the Authority within 20 Working Days of the date of this Contract, the Security Management Plan, which must include:

- (a) an assessment of the Supplier Information Management System against the requirements of this Schedule 5 (*Security Management*), including the Security Requirements;
- (b) the process the Supplier will implement immediately after it becomes aware of a Breach of Security to restore normal operations as quickly as possible, minimising any adverse impact on the Development Environment, the Developed System, the Authority Data, the Authority, the Services and/or users of the Services; and
- (c) the following information, so far as is applicable, in respect of each Sub-contractor:
  - (i) the Sub-contractor's:
    - (A) legal name;
    - (B) trading name (if any);
    - (C) registration details (where the Sub-contractor is not an individual);
  - (ii) the Relevant Certifications held by the Sub-contractor;
  - (iii) the Sites used by the Sub-contractor;
  - (iv) the Development Activity undertaken by the Sub-contractor;

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- (v) the access the Sub-contractor has to the Development Environment;
- (vi) the Authority Data Processed by the Sub-contractor;
- (vii) the Processing that the Sub-contractor will undertake in respect of the Authority Data;
- (viii) the measures the Sub-contractor has in place to comply with the requirements of this Schedule 5 (*Security Management*);
- (d) the Register of Support Locations and Third Party Tools;
- (e) the Modules Register;
- (f) the Support Register;
- (g) details of the steps taken to comply with:
  - (i) the Secure Development Guidance; and
  - (ii) the secure development policy required by the ISO/IEC 27001:2013 Relevant Certifications;
- (h) details of the protective monitoring that the Supplier will undertake in accordance with paragraph 19 of the Security Requirements, including:
  - (i) the additional audit and monitoring the Supplier will undertake of the Supplier Information Management System and the Development environment; and
  - (ii) the retention periods for audit records and event logs.

*Approval of Security Management Plan*

- 9.4 The Authority shall review the Supplier's proposed Security Management Plan as soon as possible and must issue the Supplier with either:
- (a) an information security approval statement, which shall confirm that the Supplier may use the Supplier Information Management System to:
    - (i) undertake the Development Activity; and/or
    - (ii) Process Authority Data; or
  - (b) a rejection notice, which shall set out the Authority's reasons for rejecting the Security Management Plan.
- 9.5 If the Authority rejects the Supplier's proposed Security Management Plan, the Supplier must prepare a revised Security Management Plan taking the Authority's reasons into account, which the Supplier must submit to the Authority for review within 10 Working Days of the date of the rejection, or such other period agreed with the Authority.
- 9.6 The rejection by the Authority of a revised Security Management Plan is a material Default of this Contract.

*Updating Security Management Plan*

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- 9.7 The Supplier shall regularly review and update the Security Management Plan, and provide such to the Authority, at least once each year and as required by this Paragraph.

*Monitoring*

- 9.8 The Supplier shall notify the Authority within [REDACTED] after becoming aware of:
- (a) a significant change to the components or architecture of the Supplier Information Management System;
  - (b) a new risk to the components or architecture of the Supplier Information Management System;
  - (c) a vulnerability to the components or architecture of the Supplier Information Management System using an industry standard vulnerability scoring mechanism;
  - (d) a change in the threat profile;
  - (e) a significant change to any risk component;
  - (f) a significant change in the quantity of Personal Data held within the Service;
  - (g) a proposal to change any of the Sites from which any part of the Services are provided; and/or
  - (h) an ISO27001 audit report produced in connection with the Certification Requirements indicates significant concerns.
- 9.9 Within 10 Working Days of such notifying the Authority or such other timescale as may be agreed with the Authority, the Supplier shall make the necessary changes to the Security Management Plan and submit the updated Security Management Plan to the Authority for review and approval.

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## Annex 1 Security Requirements

### 1 Location

#### *Location for Relevant Activities*

1.1 Unless otherwise agreed with the Authority, in accordance with Paragraph 5.5 to 5.8 of Schedule 5 (Security Management), the Supplier must, and ensure that its Sub-contractors, at all times:

- (a) undertake the Development Activity;
- (b) host the Development Environment; and
- (c) store, access or process Authority Data,

(the “**Relevant Activities**”) only in the geographic areas permitted by the Authority.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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### Schedule 5 – Security Management

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*Third-party Tools*

- 1.6 The Supplier must use, and ensure that Sub-contractors use, only those Third-party Tools included in the Register of Support Locations and Third-party Tools.
- 1.7 The Supplier must not, and must not allow Sub-contractors to, use a new Third-party Tool, or replace an existing Third-party Tool, without the permission of the Authority.

*Prohibited Activities*

- 1.8 The Authority may by notice in writing at any time give notice to the Supplier that it and its Sub-contractors must not undertake or permit to be undertaken some or all of the Relevant Activities or operate Support Locations (a “**Prohibited Activity**”).
- (a) in any particular country or group of countries;
  - (b) in or using facilities operated by any particular entity or group of entities; or
  - (c) in or using any particular facility or group of facilities, whether operated by the Supplier, a Sub-contractor or a third-party entity,
- (a “**Prohibition Notice**”).



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- 1.9 Where the Supplier or Sub-contractor, on the date of the Prohibition Notice undertakes any Prohibited Activities affected by the notice, the Supplier must, and must procure that Sub-contractors, cease to undertake that Prohibited Activity within [REDACTED] of the date of the Prohibition Notice.

## **2 Vetting, Training and Staff Access**

### *Vetting before performing or managing Services*

- 2.1 The Supplier must not engage Supplier Personnel, and must ensure that Sub-contractors do not engage Sub-contractor Personnel in:

- (a) Development Activity;
- (b) any activity that provides access to the Development Environment; or
- (c) any activity relating to the performance and management of the Services,

unless:

- (i) that individual has passed the security checks listed in paragraph 2.2; or
- (ii) the Authority has given prior written permission for a named individual to perform a specific role.

- 2.2 For the purposes of paragraph 2.1, the security checks are:

- (a) the checks required for the HMG Baseline Personnel Security Standard (BPSS) (or a suitable equivalent as agreed by the Authority when the Processing will occur outside of the United Kingdom) to verify:
  - (i) the individual's identity;
  - (ii) the individual's nationality and immigration status so as to demonstrate that they have a right to work in the United Kingdom;
  - (iii) the individual's previous employment history; and
  - (iv) that the individual has no Relevant Convictions;
- (b) national security vetting clearance to the level specified by the Authority for such individuals or such roles as the Authority may specify [REDACTED]; or
- (c) such other checks for the Supplier Personnel of Sub-contractors as the Authority may specify.

### *Annual training*

- 2.3 The Supplier must ensure, and ensure that Sub-contractors ensure, that all Supplier Personnel, complete and pass security training [REDACTED] that covers:

- (a) General training concerning security and data handling;
- (b) Phishing, including the dangers from ransomware and other malware; and

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- (c) Details of course content, completion and failure rates must be provided to the Authority at the end of each contract period.

*Staff access*

- 2.4 The Supplier must ensure, and ensure that Sub-contractors ensure, that individual Supplier Personnel can access only the Authority Data necessary to allow individuals to perform their role and fulfil their responsibilities in the provision of the Services.
- 2.5 The Supplier must ensure, and ensure that Sub-contractors ensure, that where individual Supplier Personnel no longer require access to the Authority Data or any part of the Authority Data, their access to the Authority Data or that part of the Authority Data is revoked immediately when their requirement to access Authority Data ceases.

- 2.6 Where requested by the Authority, the Supplier must remove, and must ensure that Sub-contractors remove, an individual Supplier Personnel's access to the Authority Data, or part of that Authority Data specified by the Authority, [REDACTED]  
[REDACTED]

[REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]

### **3 End-user Devices**

- 3.1 The Supplier must manage, and must ensure that all Sub-contractors manage, all End-user Devices on which Authority Data or Code is stored or processed in accordance with the following requirements:
- (a) the operating system and any applications that store, process or have access to Authority Data or Code must be in current support by the vendor, or the relevant community in the case of open source operating systems or applications;
  - (b) users must authenticate before gaining access;
  - (c) all Authority Data and Code must be encrypted using a encryption tool agreed to by the Authority;
  - (d) the End-user Device must lock and require any user to re-authenticate after a period of time that is proportionate to the risk environment, during which the End-user Device is inactive;
  - (e) the End-User Device must be managed in a way that allows for the application of technical policies and controls over applications that have access to Authority Data and Code to ensure the security of that Authority Data and Code;

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- (f) the Supplier or Sub-contractor, as applicable, can, without physical access to the End-user Device, remove or make inaccessible all Authority Data or Code stored on the device and prevent any user or group of users from accessing the device;
  - (g) all End-user Devices are within the scope of any Relevant Certification.
- 3.2 The Supplier must align with, and ensure that all Sub-contractors comply, with the recommendations in NCSC Device Guidance as if those recommendations were incorporated as specific obligations under this Contract.
- 3.3 Where there is any conflict between the requirements of this Schedule 5 (*Security Management*) and the requirements of the NCSC Device Guidance, the requirements of this Schedule take precedence.

#### **4 Secure Architecture**

- 4.1 The Supplier shall design and build the Developed System in a manner consistent with:
- (a) the NCSC's guidance on "Security Design Principles for Digital Services";
  - (b) where the Developed System will Process bulk data, the NCSC's guidance on "Bulk Data Principles"; and
  - (c) the NCSC's guidance on "Cloud Security Principles".
- 4.2 Where any of the documents referred to in paragraph 4.1 provides for various options, the Supplier must document the option it has chosen to implement and its reasons for doing so.

#### **5 Secure Software Development by Design**

- 5.1 The Supplier must, and must ensure that all Sub-contractors engaged in Development Activity, implement secure development and deployment practices to ensure that:
- (a) no malicious code is introduced into the Developed System or the Supplier Information Management System.
  - (b) the Developed System can continue to function in accordance with the Specification:
    - (i) in unforeseen circumstances; and
    - (ii) notwithstanding any attack on the Developed System using common cyber-attack techniques, including attacks using those vulnerabilities identified at any time in the OWASP Top Ten.
- 5.2 To those ends, the Supplier must, and ensure that all Sub-contractors engaged in Development Activity:
- (a) comply with the Secure Development Guidance as if its requirements were terms of this Contract; and
  - (b) document the steps taken to comply with that guidance as part of the Security Management Plan.

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**6 Code Repository and Deployment Pipeline**

6.1 The Supplier must, and must ensure that all Sub-contractors engaged in Development Activity:

■	[REDACTED]	
	[REDACTED]	

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■ [REDACTED]  
■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

## 7 Development and Testing Data

■ [REDACTED]  
■ [REDACTED]  
■ [REDACTED]

## 8 Code Reviews

8.1 This paragraph applies where the Authority has assessed that this Contract is a higher-risk agreement.

8.2 The Supplier must:

- [REDACTED]
- [REDACTED]
- [REDACTED]

8.3 Before conducting any Code Review, the Supplier must agree with the Authority:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

■ [REDACTED]  
■ [REDACTED]  
■ [REDACTED]

8.5 The Supplier:

- [REDACTED]
- [REDACTED]  
■ [REDACTED]

■ [REDACTED]  
■ [REDACTED]

■ [REDACTED]

- [REDACTED]

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Category	Percentage
1	95%
2	55%
3	90%
4	75%
5	100%
6	25%

10.1 This paragraph 10 applies only where the Authority has assessed that this Contract is a higher-risk agreement

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- 11.6 Where any element of the Developed System consists of COTS Software, the Supplier shall ensure:
- (a) those elements are always in mainstream or extended security support from the relevant vendor; and
  - (b) the COTS Software is not more than one version or major release behind the latest version of the software.
- 11.7 The Supplier shall ensure that all hardware used to provide the Services, whether used by the Supplier or any Sub-contractor is, at all times, remains in mainstream vendor support, that is, that in respect of the hardware, the vendor continues to provide:
- (a) regular firmware updates to the hardware; and
  - (b) a physical repair or replacement service for the hardware.
- 12 Encryption**
- 12.1 This paragraph applies where the Authority has assessed that this Contract is a higher-risk agreement.
- 12.2 Before Processing any Authority Data, the Supplier must agree with the Authority the encryption methods that it and any Sub-contractors that Process Authority Data will use to comply with this paragraph 12.
- 12.3 Where this paragraph 12 requires Authority Data to be encrypted, the Supplier must use, and ensure that Subcontractors use, the methods agreed by the Authority under paragraph 12.2.
- 12.4 Notwithstanding anything in the specification for the Developed System or this Contract, the Supplier must ensure that the Developed System encrypts Authority Data:
- (a) when the Authority Data is stored at any time when no operation is being performed on it; and
  - (b) when the Authority Data is transmitted.
- 12.5 Unless paragraph 12.6 applies, the Supplier must ensure, and must ensure that all Sub-contractors ensure, that Authority Data is encrypted:
- (a) when stored at any time when no operation is being performed on it, including when stored on any portable storage media; and
  - (b) when transmitted.
- 12.6 Where the Supplier, or a Sub-contractor, cannot encrypt Authority Data as required by paragraph 12.5, the Supplier must:
- (a) immediately inform the Authority of the subset or subsets of Authority Data it cannot encrypt and the circumstances in which and the reasons why it cannot do so;
  - (b) provide details of the protective measures the Supplier or Sub-contractor (as applicable) proposes to take to provide equivalent protection to the Authority as encryption;



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- (c) provide the Authority with such information relating to the Authority Data concerned, the reasons why that Authority Data cannot be encrypted and the proposed protective measures as the Authority may require.
- 12.7 The Authority, the Supplier and, where the Authority requires, any relevant Sub-contractor shall meet to agree appropriate protective measures for the unencrypted Authority Data.
- 12.8 Where the Authority and Supplier reach agreement, the Supplier must update the Security Management Plan to include:
  - (a) the subset or subsets of Authority Data not encrypted and the circumstances in which that will occur;
  - (b) the protective measure that the Supplier and/or Sub-contractor will put in place in respect of the unencrypted Authority Data.
- 12.9 Where the Authority and Supplier do not reach agreement within [REDACTED] of the date on which the Supplier first notified the Authority that it could not encrypt certain Authority Data, either party may refer the matter to be determined by an expert in accordance with the Dispute Resolution Procedure.

### **13 Email**

- 13.1 Notwithstanding anything in the specification for the Developed System or this Contract, the Supplier must ensure that where the Developed System will provide an Email Service to the Authority, the Developed System:
  - (a) supports transport layer security (“**TLS**”) version 1.2, or higher, for sending and receiving emails;
  - (b) supports TLS Reporting (“**TLS-RPT**”);
  - (c) is capable of implementing:
    - (i) domain-based message authentication, reporting and conformance (“**DMARC**”);
    - (ii) sender policy framework (“**SPF**”); and
    - (iii) domain keys identified mail (“**DKIM**”); and
  - (d) is capable of complying in all respects with any guidance concerning email security as issued or updated from time to time by:
    - (i) the UK Government (current version at <https://www.gov.uk/guidance/set-up-government-email-services-securely>; or
    - (ii) the NCSC (current version at <https://www.ncsc.gov.uk/collection/email-security-and-anti-spoofing>).

### **14 DNS**

- 14.1 Unless otherwise agreed by the Authority (such agreement not to be unreasonably withheld or delayed), the Supplier must ensure that the Developed System uses the UK public sector Protective DNS (“**PDNS**”) service to resolve internet DNS queries.

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**15 Malicious Software**

15.1 The Supplier shall install and maintain Anti-virus Software or procure that Anti-virus Software is installed and maintained on the Supplier Information Management System.

15.2 The Supplier must ensure that such Anti-virus Software:

- (a) prevents the installation of the most common forms of Malicious Software in the Supplier Information Management System and the Development Environment;
- (b) is configured to perform automatic software and definition updates;
- (c) provides for all updates to be the Anti-virus Software to be deployed within [REDACTED] of the update's release by the vendor;
- (d) performs regular scans of the Supplier Information Management System to check for and prevent the introduction of Malicious Software; and
- (e) where Malicious Software has been introduced into the Supplier Information Management System, identifies, contains the spread of, and minimises the impact of Malicious Software.

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

**16 Vulnerabilities**

[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED]  
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[REDACTED]

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■ [REDACTED]  
[REDACTED]

■ [REDACTED]  
[REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]  
[REDACTED]

■ [REDACTED]  
[REDACTED]

**17 Security testing**

*Responsibility for security testing*

■ [REDACTED]

■ [REDACTED]  
[REDACTED]

■ [REDACTED]  
[REDACTED]

[REDACTED]

■ [REDACTED]  
[REDACTED]

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[REDACTED]

■ [REDACTED]  
[REDACTED]

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*IT Health Checks*

- 17.5 In arranging an IT Health Check, the Supplier must:
- (a) use only a CHECK Service Provider to perform the IT Health Check;
  - (b) design and plan for the IT Health Check so as to minimise the impact of the IT Health Check on the Supplier Information Management System and the delivery of the Services;
  - (c) promptly provide the Authority with such technical and other information relating to the Information Management System as the Authority requests;
  - (d) include within the scope of the IT Health Check such tests as the Authority requires; and
  - (e) agree with the Authority the scope, aim and timing of the IT Health Check.
- 17.6 The Supplier must commission the IT Health Check in accordance with the scope, aim and timing agreed by the Authority.
- 17.7 Following completion of an IT Health Check, the Supplier must provide the Authority with a full, unedited and unredacted copy of the report relating to the IT Health Check without delay and in any event within 10 Working Days of its receipt by the Supplier.

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■ [REDACTED]  
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 [REDACTED]

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■ [REDACTED]  
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■ [REDACTED]  
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■ [REDACTED]

■ [REDACTED]  
[REDACTED]

■ [REDACTED]  
[REDACTED]  
[REDACTED]

## **18 Access Control**

18.1 Not used.

18.2 The Supplier must, and must ensure that all Sub-contractors:

- (a) identify and authenticate all persons who access the Supplier Information Management System and Sites before they do so;
- (b) require multi-factor authentication for all user accounts that have access to Authority Data or that are Privileged Users;
- (c) allow access only to those parts of the Supplier Information Management System and Sites that those persons require;
- (d) apply the principle of least privilege through the access control design; and
- (e) maintain records detailing each person's access to the Supplier Information Management System and Sites, and make those records available to the Authority on request.

18.3 The Supplier must ensure, and must ensure that all Sub-contractors ensure, that the user accounts for Privileged Users of the Supplier Information Management System:

- (a) are allocated to a single, individual user;
- (b) are accessible only from dedicated End-user Devices;
- (c) are configured so that those accounts can only be used for system administration tasks;

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- (d) require passwords with high complexity that are changed regularly;
  - (e) automatically log the user out of the Supplier Information Management System after a period of time that is proportionate to the risk environment during which the account is inactive; and
  - (f) in the case of a higher-risk agreement are:
    - (i) restricted to a single role or small number of roles;
    - (ii) time limited applying the principle of "just-in-time access"; and
    - (iii) restrict the Privileged User's access to the internet.
- 18.4 The Supplier must ensure, and must ensure that all Sub-contractors ensure, that it logs all activity of the Privileged Users while those users access those accounts and keeps the activity logs for [REDACTED] or other such time as agreed in writing with the Authority before deletion.
- 18.5 The Supplier must require, and must ensure that all Sub-contractors require, that Privileged Users use unique and substantially different high-complexity passwords for their different accounts on the Supplier Information Management System.
- 18.6 The Supplier must ensure that the Developed System is developed and configured so as to provide for the matters set out in paragraphs 18.2 to 18.5.
- 18.7 The Supplier must, and must ensure that all Sub-contractors:
- (a) configure any hardware that forms part of the Supplier Information Management System that is capable of requiring a password before it is accessed to require a password; and
  - (b) change the default password of that hardware to a password of high complexity that is substantially different from the password required to access similar hardware.

## **19 Event logging and protective monitoring**

### *Protective Monitoring System*

- 19.1 The Supplier must, and must ensure that Sub-contractors, implement an effective system of monitoring and reports analysing access to and use of the Supplier Information Management System, the Development Environment, the Authority Data and the Code to:
- (a) identify and prevent potential Breaches of Security;
  - (b) respond effectively and in a timely manner to Breaches of Security that do occur;
  - (c) identify and implement changes to the Supplier Information Management System to prevent future Breaches of Security; and
  - (d) help detect and prevent any potential criminal offence relating to fraud, bribery or corruption using the Supplier Information Management System or the Developed System

(the "**Protective Monitoring System**").

[REDACTED]

[REDACTED]



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## 20 Audit rights

*Right of audit*

20.1 The Authority may undertake an audit of the Supplier or any Sub-contractor to:

- (a) verify the Supplier's or Sub-contractor's (as applicable) compliance with the requirements of this Schedule 5 (*Security Management*) and the Data Protection Laws as they apply to Authority Data;
- (b) inspect the Supplier Information Management System (or any part of it);
- (c) review the integrity, confidentiality and security of the Authority Data; and/or
- (d) review the integrity and security of the Code.



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Category	Percentage
U.S. should take action	68%
U.S. should not take action	27%
U.S. should take action but not at the expense of the economy	10%
U.S. should not take action but not at the expense of the economy	5%

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[illegible]

(a) all Authority Data the Supplier, or any Sub-contractor, receives from or creates for the Authority; and

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- (b) those parts of the Supplier Information Management System, including those parts of the Supplier Information Management System that are operated or controlled by any Sub-contractor, on which the Authority Data is stored (the “**Authority Data Register**”).

22.2 The Supplier must:

- (a) review and update the Authority Data Register:
  - (i) within [REDACTED] of the Supplier or any Sub-contractor changes to those parts of the Supplier Information Management System on which the Authority Data is stored;
  - (ii) within [REDACTED] of a significant change in the volume, nature or overall sensitivity of the Authority Data stored on the Supplier Information Management System;
  - (iii) at least once every Contract Year; and
- (b) provide the Authority with a copy of the Authority Data Register:
  - (i) whenever it updates the Authority Data Register; and
  - (ii) otherwise when the Authority requests.

22.3 The Supplier must, and must ensure that all Sub-contractors, securely erase any or all Authority Data held by the Supplier or Sub-contractor, including any or all Code:

- (a) when requested to do so by the Authority; and

[REDACTED]  
[REDACTED]  
[REDACTED]

22.4 The Supplier must, and must ensure that all Sub-contractors, provide the Authority with copies of any or all Authority Data held by the Supplier or Sub-contractor, including any or all Code:

- (a) when requested to do so by the Authority; and

[REDACTED]  
[REDACTED]

## Annex 2 Security Management Plan

# Commercial Information Assurance Team

Security Management Plan Template Developer Schedule  
[Project/Service and Supplier Name]

Dated

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## APPENDICES

APPENDIX 1 ISO27001 AND/OR CYBER ESSENTIAL PLUS CERTIFICATES

APPENDIX 2 CLOUD SECURITY PRINCIPLES ASSESSMENT

APPENDIX 3 PROTECTING BULK DATA ASSESSMENT IF REQUIRED BY THE  
AUTHORITY/CUSTOMER

APPENDIX 4 LATEST ITHC REPORT AND VULNERABILITY CORRECTION PLAN

APPENDIX 5 STATEMENT OF APPLICABILITY

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## 1 Executive summary

*[This section should contain a brief summary of the business context of the development, the assurance work done, any off-shoring considerations and any significant residual risks that need acceptance.]*

### 1.1 Change history

Version Number	Date of Change	Change made by	Nature and reason for change

### 1.2 References, links and dependencies

ID	Document Title	Reference	Date

### 1.3 Supplier personnel

Key Personnel Names	Title	Contact Details incl. Mobile Number and Email Address

## 2 System description

### 2.1 Background

*[A short description of the project/product/system being developed. Describe its purpose, functionality, aim and scope. If the system is to be managed by the Supplier once developed then details should be included of the scope of that work and this SMP will need to be updated once the core development activity has been completed.]*

### 2.2 Organisational Ownership/Structure



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*[Who owns the system and will operate the system and the organisational governance structure. This should include how any ongoing security management is integrated into the project governance eg how a Security Working Group reports to the project board.]*

**2.3 Information assets and flows**

- (a) Logical data flow diagram

*[This should include a simple high level logical diagram on one page of the system to be developed. The diagram must include any third party suppliers involved and the data flows to/from them. ]*

- (b) Data assets

*[Include a table of the type and volumes of data that will be processed, managed and stored within the developed system. If personal data, please include the fields used such as name, address, department DOB, NI number etc. Details of any test data and whether live or anonymised. Data processed by third party suppliers must be included here]*

**2.4 System architecture**

*[A description of the proposed physical system architecture, to include any cloud services and the system management. Please provide a diagram if helpful.]*

**2.5 Users and Sub-contractors**

*[Please provide a table of the developers, any sub-contractors and system users, this should include all users including HMG users as well as any service provider users and system managers. If relevant, security clearance level requirements should be included.]*

**2.6 Register of Support Locations and Third-Party Tools**

*[Please provide a table of the nature of the activity performed at the support location, where the activity will be undertaken, where any Authority data assets will be stored and processed and any locations they will be managed from. This must include the locations of any help desks or call centres if relevant. All third-party suppliers, subcontractors and third-party tools must be included in this section. Any off-shoring considerations should be detailed with the legal basis for any data transfer included e.g. International Data Transfer Agreements, equivalency etc.]*

**2.7 Certifications**

*[Please include a table of any independent security certifications (eg ISO 27001:2013, Cyber Essentials Plus and Cyber Essentials) held as required by the contract. The table should include any relevant third party suppliers or sub-contractors and must include the expiry date of the certification. Copies of the certificates should be included in Appendix 1.]*

**2.8 Test and development systems**

*[Include information about any test, development, pre-production and user acceptance testing systems, their locations and whether they contain live system data.]*

**2.9 Modules Register**

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*[ Include a table of all Third-party Software Modules that form part of the Code. This must include the name of the developer, the due diligence undertaken by the supplier, any recognised security vulnerabilities and how the supplier will minimise the effect of those.]*

**2.10 Support Register**

*[A table should be included of all software used in the development activity, the date it will cease to be in mainstream support]*

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### 3 Risk assessment

#### 3.1 Accreditation/assurance scope

*[This section should describe the scope of the Risk Assessment and should indicate the components of the architecture upon which reliance is placed but assurance will not be done eg a cloud hosting service or a SAAS product/tool. A logical diagram should be used along with a brief description of the components. This scope must be agreed by the Authority.]*

#### 3.2 Risk appetite

*[A risk appetite should be provided by the Authority and included here.]*

#### 3.3 Business impact assessment

*[A description of the information assets and the impact of their loss or corruption (e.g. large amounts of Official Sensitive personal data the loss of which would be severely damaging to individuals, embarrassing to HMG, and make HMG liable to ICO investigations) in business terms should be included. This section should cover the impact on loss of confidentiality, integrity and availability of the assets and should be agreed with the Authority. The format of this assessment may be dependent on the risk assessment method chosen.]*

#### 3.4 Risk assessment

*[The content of this section will depend on the risk assessment methodology chosen, but should contain the output of the formal information risk assessment in a prioritised list using business language. Experts on the system and business process should have been involved in the risk assessment to ensure the formal risk methodology used has not missed out any risks. The example table below should be used as the format to identify the risks and document the controls used to mitigate those risks.]*

Risk ID	Inherent risk	Inherent risk level	Vulnerability	Controls	Residual risk level
R1	Internet attackers could hack the system.	Medium	The service systems are exposed to the internet via the web portal.	C1: Internet-facing firewalls C2: Internet-facing IP whitelist C3: System hardening C4: Protective monitoring C5: Application access control C16: Anti-virus for incoming files C54: Files deleted when processed C59: Removal of departmental identifier	Very low
R2	Remote attackers could intercept or disrupt information crossing the internet.	Medium	File sharing with organisations across the internet.	C9: TLS communications C10: PGP file-sharing	Very low

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Risk ID	Inherent risk	Inherent risk level	Vulnerability	Controls	Residual risk level
R3	Internal users could maliciously or accidentally alter bank details.	Medium-High	Users bank details can be altered as part of the normal business function.	C12. System administrators hold SC clearance. C13. All changes to user information are logged and audited. C14. Letters are automatically sent to users home addresses when bank details are altered. C15. Staff awareness training	Low

### 3.5 Controls

*[The controls listed above to mitigate the risks identified should be detailed. There should be a description of each control, further information and configuration details where relevant, and an assessment of the implementation status of, and assurance in, the control. A sample layout is included below.]*

ID	Control title	Control description	Further information and assurance status
C1	Internet-facing firewalls	Internet-facing firewalls are in place between the internet and the system', which restrict access from the internet to the required ports only.	Assured via ITHC firewall rule check
C2	Internet-facing IP whitelist	An IP whitelist is in place for all access from the internet.	Assured via ITHC
C15	Staff awareness training	All staff must undertake annual security awareness training and this process is audited and monitored by line managers.	Assured as part of ISO27001 certification

### 3.6 Residual risks and actions

*[A summary of the residual risks which are likely to be above the risk appetite stated after all controls have been applied and verified should be listed with actions and timescales included.]*

## 4 In-service controls

*[This section should describe how the main security requirements as specified in the contract (security schedule) are met.]*

### 4.1 Protective monitoring

*[This section should describe how your protective monitoring arrangements identify anomalous behaviour and how this is then acted upon as well as how logging and auditing of user activity is done.]*

### 4.2 Malware prevention

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*[This should describe how your anti-virus solution is implemented with respect to protecting Authority assets.]*

**4.3 End user devices**

*[This section should detail the security controls which are implemented on all fixed and removable end user devices used to process, store or manage Authority data against the end-user device requirements in the contract.]*

**4.4 Encryption**

*[This section should detail the encryption measures you employ to protect Authority data both in transit and at rest.]*

**4.5 Vulnerability management**

*[This section should detail your process for identifying, classifying, prioritising, remediating, and mitigating" software vulnerabilities within your IT environment.]*

**4.6 Identity, verification and access controls**

*[This section should detail your password policy, your approach to ensuring that privileged accounts are accessible only from end-user devices dedicated to that use and by authenticated named users. This should include your use of multi-factor authentication for all accounts that have access to Authority data as well as privileged accounts.]*

**4.7 Data Deletion**

*[This section should include the agreed process for securely deleting Authority data when required.]*

**5 Supply chain security and third party subcontractors/tools**

*[This section should detail the assurance process for managing any security risks from Subcontractors and Third Parties authorised by the Authority with access to Authority data.]*

**6 Personnel security**

*[Please provide details of your Personnel Security Vetting Policy for those staff who will have access to, or come into contact with Authority data or assets.]*

*[Please provide details of how you will ensure that all staff accessing Authority data are aware of the confidential nature of the data and comply with their legal and specific obligations under the Contract?]*

**7 Business continuity**

*[Please provide an overview of your organisation's business continuity and disaster recovery plans in terms of the Authority data under the Contract, or attach a copy of your Business Continuity Plan.]*

**8 Physical security**

*[Please provide details of the building where the service will operate from and describe the procedures and security in place to control access to premises and any areas holding Authority*

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assets. Detail measures such as construction of buildings used for handling Authority assets, availability of lockable storage, procedures covering end of day/silent hours, key management, visitor controls.

Please also include details of any automated access controls, alarms and CCTV coverage. Please also provide details of the maintenance schedule of these security controls.> For the locations where Authority assets are held please provide details of any procedures and security in place designed to control access to the site perimeter. Please detail the measures in place such as fencing, CCTV, guarding, and procedures and controls to handle staff and visitors requesting access to the site. Please also provide details of the maintenance schedule of your security controls.]

## **9 Incident management process**

[The suppliers' process, as agreed with the Authority/Customer, should be included here. It must as a minimum include the protocol for how and when incidents will be reported to the Authority/customer and the process that will be undertaken to mitigate the incidents and investigate the root cause.]

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Appendix 1 ISO27001 and/or cyber essential plus certificates

*[Please include copies of the certificates here]*

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## Appendix 2 Cloud security principles assessment

*[Please add your controls in the attached table.]*

Principle	Goals of the Principle	Controls
<b>Principle 1 – Data in transit protection</b> "User data transiting networks should be adequately protected against tampering and eavesdropping."	<ul style="list-style-type: none"><li>• Data in transit is protected between end user device(s) and the service</li><li>• Data in transit is protected internally within the service</li><li>• Data in transit is protected between the service and other services (eg where APIs are exposed)</li></ul>	
<b>Principle 2 – Asset protection and resilience</b> "User data, and the assets storing or processing it, should be protected against physical tampering, loss, damage or seizure."	<p>Cloud service consumers should seek to understand:</p> <ul style="list-style-type: none"><li>• In which countries their data will be stored, processed and managed. They should also consider how this affects compliance with relevant legislation e.g. Data Protection Act (DPA), GDPR etc.</li><li>• Whether the legal jurisdiction(s) within which the service provider operates are acceptable to them</li></ul>	
<b>Principle 3 – Separation between users</b> "A malicious or compromised user of the service should not be able to affect the service or data of another."	<p>Cloud service consumers should seek to:</p> <ul style="list-style-type: none"><li>• Understand the types of user they share the service or platform with</li><li>• Have confidence that the service provides sufficient separation of their data and service from other users of the service</li><li>• Have confidence that management of their service is kept separate from other users (covered separately as part of Principle 9)</li></ul>	



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Principle	Goals of the Principle	Controls
<p><b>Principle 4 – Governance framework</b></p> <p>"The service provider should have a security governance framework which coordinates and directs its management of the service and information within it. Any technical controls deployed outside of this framework will be fundamentally undermined."</p>	<p>Cloud service consumers should ensure that:</p> <ul style="list-style-type: none"> <li>• A clearly identified, and named, board representative (or a person with the direct delegated authority) is responsible for the security of the cloud service. This is typically someone with the title 'Chief Security Officer', 'Chief Information Officer' or 'Chief Technical Officer'</li> <li>• A documented framework exists for security governance, with policies governing key aspects of information security relevant to the service</li> <li>• Security and information security are part of the service provider's financial and operational risk reporting mechanisms, ensuring that the board would be kept informed of security and information risk</li> <li>• Processes to identify and ensure compliance with applicable legal and regulatory requirements have been established</li> </ul>	
<p><b>Principle 5 – Operational security</b></p> <p>"The service needs to be operated and managed securely in order to impede, detect or prevent attacks. Good operational security should not require complex, bureaucratic, time consuming or expensive processes."</p>	<p>Cloud service consumers should be confident that:</p> <ul style="list-style-type: none"> <li>• The status, location and configuration of service components (both hardware and software) are tracked throughout their lifetime</li> <li>• Changes to the service are assessed for potential security impact. Then managed and tracked through to completion</li> </ul>	
<p><b>Principle 6 – Personnel security</b></p>	<p>Cloud service consumers should be confident that:</p>	

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Principle	Goals of the Principle	Controls
"Where service provider personnel have access to your data and systems you need a high degree of confidence in their trustworthiness. Thorough screening, supported by adequate training, reduces the likelihood of accidental or malicious compromise by service provider personnel."	<ul style="list-style-type: none"> <li>• The level of security screening conducted on service provider staff with access to the consumers information, or with ability to affect the service, is appropriate</li> <li>• The minimum number of people necessary have access to the consumers information or could affect the service</li> </ul>	
<p><b>Principle 7 – Secure development</b></p> <p>"Services should be designed and developed to identify and mitigate threats to their security.</p> <p>Those which aren't may be vulnerable to security issues which could compromise your data, cause loss of service or enable other malicious activity."</p>	<p>Cloud service consumers should be confident that:</p> <ul style="list-style-type: none"> <li>• New and evolving threats are reviewed, and the service improved in line with them</li> <li>• Development is carried out in line with industry good practice regarding secure design, coding, testing and deployment</li> <li>• Configuration management processes are in place to ensure the integrity of the solution through development, testing and deployment</li> </ul>	
<p><b>Principle 8 – Supply chain security</b></p> <p>"The service provider should ensure that its supply chain satisfactorily supports all of the security principles which the service claims to implement."</p>	<p>Cloud service consumers should seek to understand and accept:</p> <ul style="list-style-type: none"> <li>• How their information is shared with, or accessible to, third party suppliers and their supply chains</li> <li>• How the service provider's procurement processes place security requirements on third party suppliers</li> <li>• How the service provider manages security risks from third party suppliers</li> <li>• How the service provider manages the conformance of</li> </ul>	

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Principle	Goals of the Principle	Controls
	<p>their suppliers with security requirements</p> <ul style="list-style-type: none"> <li>• How the service provider verifies that hardware and software used in the service is genuine and has not been tampered with</li> </ul>	
<p><b>Principle 9 – Secure user management</b></p> <p>"Your provider should make the tools available for you to securely manage your use of their service. Management interfaces and procedures are a vital part of the security barrier, preventing unauthorised access and alteration of your resources, applications and data."</p>	<p>Cloud service consumers should:</p> <ul style="list-style-type: none"> <li>• Be aware of all of the mechanisms by which the service provider would accept management or support requests from you (telephone, web portal, email etc.)</li> <li>• Ensure that only authorised individuals from their organisation can use those mechanisms to affect their use of the service (Principle 10 can help consumers consider the strength of user identification and authentication in each of these mechanisms)</li> </ul>	
<p><b>Principle 10 – Identity and authentication</b></p> <p>"All access to service interfaces should be constrained to authenticated and authorised individuals."</p>	<p>Cloud service consumers should:</p> <ul style="list-style-type: none"> <li>• Have confidence that identity and authentication controls ensure users are authorised to access specific interfaces</li> </ul>	
<p><b>Principle 11 – External interface protection</b></p> <p>"All external or less trusted interfaces of the service should be identified and appropriately defended."</p>	<p>Cloud service consumers should:</p> <ul style="list-style-type: none"> <li>• Understand what physical and logical interfaces their information is available from, and how access to their data is controlled</li> <li>• Have sufficient confidence that the service identifies and authenticates users to an</li> </ul>	

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Principle	Goals of the Principle	Controls
	appropriate level over those interfaces (see Principle 10)	
<b>Principle 12 – Secure service administration</b>  "Systems used for administration of a cloud service will have highly privileged access to that service. Their compromise would have significant impact, including the means to bypass security controls and steal or manipulate large volumes of data."	Cloud service consumers should: <ul style="list-style-type: none"> <li>• Understand which service administration model is being used by the service provider to manage the service</li> <li>• Be content with any risks the service administration model in use brings to the consumers data or use of the service</li> </ul>	
<b>Principle 13 – Audit information for users</b>  "You should be provided with the audit records needed to monitor access to your service and the data held within it. The type of audit information available to you will have a direct impact on your ability to detect and respond to inappropriate or malicious activity within reasonable timescales."	Cloud service consumers should: <ul style="list-style-type: none"> <li>• Be aware of the audit information that will be provided, how and when it will be made available, the format of the data, and the retention period associated with it</li> <li>• Be confident that the audit information available will meet their needs for investigating misuse or incidents</li> </ul>	
<b>Principle 14 – Secure use of the service</b>  "The security of cloud services and the data held within them can be undermined if you use the service poorly. Consequently, you will have certain responsibilities when using the service in order for your data to be adequately protected."	Cloud service consumers should: <ul style="list-style-type: none"> <li>• Understand any service configuration options available to them and the security implications of their choices</li> <li>• Understand the security requirements of their use of the service</li> <li>• Educate their staff using and managing the service in how to do so safely and securely</li> </ul>	

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**Schedule 5 – Security Management**

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Appendix 3 Protecting bulk data assessment if required by the  
authority/customer

*[A spreadsheet may be attached]*

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Appendix 4 Latest ITHC report and vulnerability correction plan

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Appendix 5 Statement of applicability

*[This should be a completed ISO 27001:2013 Statement of Applicability for the Information Management System if ISO27001 certification is required by the contract.]*



## **SCHEDULE 6**

### **INSURANCE REQUIREMENTS**

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**Schedule 6 – Insurance Requirements**

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## **1 OBLIGATION TO MAINTAIN INSURANCES**

- 1.1 Without prejudice to its obligations to the Authority under this Contract, including its indemnity and liability obligations, the Supplier shall for the periods specified in this Schedule take out and maintain, or procure the taking out and maintenance of the insurances as set out in Annex 1 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.
- 1.2 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.
- 1.3 The Insurances shall be taken out and maintained with insurers who are:
- (a) of good financial standing;
  - (b) appropriately regulated;
  - (c) regulated by the applicable regulatory body and is in good standing with that regulator; and
  - (d) except in the case of any Insurances provided by an Affiliate of the Supplier, of good repute in the international insurance market.
- 1.4 The Supplier shall ensure that the public and products liability policy shall contain an indemnity to principals clause under which the Authority shall be indemnified in respect of claims made against the Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Contract and for which the Supplier is legally liable.

## **2 GENERAL OBLIGATIONS**

- 2.1 Without limiting the other provisions of this Contract, the Supplier shall:
- (a) 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;
  - (b) promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
  - (c) hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance

slips and other evidence of placing cover representing any of the Insurances to which it is a party.

### **3 FAILURE TO INSURE**

- 3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.
- 3.2 Where the Supplier has failed to purchase 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.

### **4 EVIDENCE OF INSURANCES**

- 4.1 The Supplier shall upon the Effective Date and within 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.

### **5 CANCELLATION**

- 5.1 Subject to Paragraph 6.2, the Supplier shall notify the Authority in writing at least 5 Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.
- 5.2 Without prejudice to the Supplier's obligations under Paragraph 4, Paragraph 6.1 shall not apply where the termination of any Insurances occurs purely as a result of a change of insurer in respect of any of the Insurances required to be taken out and maintained in accordance with this Schedule.

### **6 INSURANCE CLAIMS, PREMIUMS AND DEDUCTIBLES**

- 6.1 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.
- 6.2 The Supplier shall maintain a register of all claims under the Insurances in connection with this Contract and shall allow the Authority to review such register at any time.

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**Schedule 6 – Insurance Requirements**

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- 6.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 6.4 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: INSURANCE CLAIM NOTIFICATION**

Except where the Authority is the claimant party, the Supplier shall give the Authority notice within 20 Working Days after any insurance claim in excess of **£100,000** 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.

### **PART B: THIRD PARTY PUBLIC AND PRODUCTS LIABILITY INSURANCE**

#### **1 Insured**

1.1 The Supplier shall be named as the insured.

#### **2 Interest**

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

(a) death or bodily injury to or sickness, illness or disease contracted by any person; and

(b) loss of or damage to physical property;

happening during the period of insurance (as specified in Paragraph 5.1) and arising out of or in connection with the provision of the Services and in connection with this Contract.

#### **3 Limit of indemnity**

3.1 Not less than [REDACTED] in respect of any one occurrence, the number of occurrences being unlimited in any annual policy period, but [REDACTED] in the aggregate per annum in respect of products and pollution liability.

#### **4 Territorial limits**

4.1 The insurances shall extend to the jurisdictions to which the Supplier is providing Services in and the Supplier shall ensure that insurance cover is in place for the equivalent risks in the relevant jurisdictions.

#### **5 Period of insurance**

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

#### **6 Cover features and extensions**

6.1 Indemnity to principals clause under which the Authority shall be indemnified in respect of claims made against the Authority in respect of death or bodily

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**Schedule 6 – Insurance Requirements**

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injury or third party property damage arising out of or in connection with the Contract and for which the Supplier is legally liable.

**7 Principal exclusions**

- 7.1 War and related perils.
- 7.2 Nuclear and radioactive risks.
- 7.3 Liability for death, illness, disease or bodily injury sustained by employees of the Insured arising out of the course of their employment.
- 7.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by applicable Law in respect of such vehicles.
- 7.5 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.
- 7.6 Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property.
- 7.7 Liability arising from the ownership, possession or use of any aircraft or marine vessel.
- 7.8 Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.

**8 Maximum deductible threshold**

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

**PART C: 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 insurance.

**PART D: ADDITIONAL INSURANCES**

The Supplier shall hold the following insurance cover in accordance with this Schedule:

- a) professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than [REDACTED];
- b) cyber liability insurance whether as part of the professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than [REDACTED] which may be in aggregate with 1; and
- c) employers' liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than [REDACTED].

## **SCHEDULE 7**

### **AUTHORITY RESPONSIBILITIES**



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**Schedule 7 – Authority Responsibilities**

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## **1 INTRODUCTION**

- 1.1 The responsibilities of the Authority set out in this Schedule shall constitute the Authority Responsibilities under this Contract. Any obligations of the Authority in Schedule 2 (Service Description) and Schedule 8 (Supplier Solution) shall not be Authority Responsibilities and the Authority shall have no obligation to perform any such obligations unless they are specifically stated to be “Authority Responsibilities” and cross referenced in the table in Paragraph 3.
- 1.2 The responsibilities specified within this Schedule shall be provided to the Supplier free of charge, unless otherwise agreed between the Parties.

## **2 GENERAL OBLIGATIONS**

- 2.1 The Authority shall:
- (a) perform those obligations of the Authority which are set out in the Clauses of this Contract and the Paragraphs of the Schedules (except Schedule 2 (Service Description) and Schedule 8 (Supplier Solution));
  - (b) use its reasonable endeavours to provide the Supplier with access to appropriate members of the Authority’s staff, as such access is reasonably requested by the Supplier in order for the Supplier to discharge its obligations throughout the Term and the Termination Assistance Period;
  - (c) provide sufficient and suitably qualified staff to fulfil the Authority’s roles and duties under this Contract as defined in the Implementation Plan;
  - (d) use its reasonable endeavours to provide such documentation, data and/or other information that the Supplier reasonably requests that is necessary to perform its obligations under the terms of this Contract provided that such documentation, data and/or information is available to the Authority and is authorised for release by the Authority; and
  - (e) procure for the Supplier such agreed access and use of the Authority Premises (as a licensee only) and facilities (including relevant IT systems) as is reasonably required for the Supplier to comply with its obligations under this Contract, such access to be provided during the Authority’s normal working hours on each Working Day or as otherwise agreed by the Authority (such agreement not to be unreasonably withheld or delayed).

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**Schedule 7 – Authority Responsibilities**

**3 SPECIFIC OBLIGATIONS**

- 3.1 The Authority shall, in relation to this Contract perform the Authority's responsibilities identified as such in this Contract the details of which are set out below:

Unique Identifier	Authority Responsibility	Date by which Authority Responsibility is required to be completed?
AR001	Coordinate and manage Authority personnel and the Shared Service team when established to aid Hypercare.	As per Implementation Plan
AR002	The Authority will procure the necessary engagement of the Authority's senior leadership and that of the Matrix Cluster and third parties to sponsor the objectives of the Matrix Programme, disseminate relevant communication messages and support business change	Governance activity in all project stages
AR003	Support the design of IT Service Portal and provide access to relevant "IDAM" systems for SSO.	As per Implementation Plan
AR004	Detail design of the integrations identified in Appendix 4, Schedule 2, Integration Catalogue - providing input to enable the Supplier to design integration. Input limited to volume, frequency, pattern and key contacts	As per Implementation Plan
AR005	Authority shall ensure Supplier has all necessary access to Authority systems and such Authority systems remain available to Supplier as required to enable Supplier to fulfil its obligations. Such access will be in accordance with Authority security requirements.	As per Implementation Plan
AR006	Provision of project hardware (laptops), email accounts, logons and passwords to allow our team to work as an integrated team on authority hardware and infrastructure. This will be in line with the Authority's provided Acceptable Usage Policy at Appendix 16 of Schedule 2 (Services Description).	As per Implementation Plan
AR007	The Authority will provide such accurate and up to date documentation, data and/or other information that the Supplier reasonably requests that is necessary to perform its obligations under the terms of this Agreement provided that such documentation, data and/or information is available to the Authority/and or reasonably obtainable by the Authority and is authorised for release by the Authority.	As per Implementation Plan
AR008	The Authority will work with the Suppliers to clear staff and support the required clearances to operate on the project, subject to the Supplier providing the correct documentation	As per Implementation Plan
AR009	The Authority will identify dependencies, issues and challenges in the wider client and Government that might impact the scope, goals and objectives of the programme so that potentially disruptive change can be identified and managed.	Governance activity in all project stages
AR010	For the penetration testing (see the Implementation RACI) the Authority shall engage with an independent penetration test team to undertake the agreed testing scope.	As per Implementation Plan

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AR011	Identify and appoint empowered process owners and qualified SMEs for finance, HR and payroll streams, ensuring they have the authority to be decision makers on harmonised processes and are released from business-as-usual commitments to allow sufficient engagement in Matrix Programme activities.	As per Implementation Plan
AR012	The Authority shall meet each milestone-associated deliverable for which it is responsible as set out, and in accordance with the timelines specified, in the Implementation Plan (Sch 13).	Governance activity in all project stages
AR013	Manage communication, engagement and participation of the Authority's external third-party providers regarding design, implementation, build and test activities.	As per Implementation Plan
AR014	The Authority will share with the Supplier output from the Authority's blueprinting exercise.	As per Implementation Plan
AR015	The Authority will be responsible for the planning and co-ordination of their Suppliers in regards to Authority owned integration points and technology configuration at the alternate Supplier Solution end as per the Implementation Plan.	As per Implementation Plan
AR016	The Authority will comply with the responsibilities it has expressly accepted as a responsibility (R) (subject always to the obligations of other parties under the Implementation RACI) in Appendix 5 of Schedule 2 (Services Description).	As per Appendix 5 of Schedule 2 (Services Description)
AR017	The Authority shall ensure that all relevant personnel (determined by the Authority at its sole discretion) undergo and successfully complete training to at least 'Fundamentals' level (as defined in the Workday training contract, training included the Authority's Workday Success Plan (WSP) Accelerate Plus solution and/or training credits).	As per Implementation Plan
AR018	<div><div></div><div></div><div></div><div></div><div></div><div></div><div></div></div>	Governance activity in all project stages

# **SCHEDULE 8**

## **SUPPLIER SOLUTION**

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**Schedule 8 – Supplier Solution**

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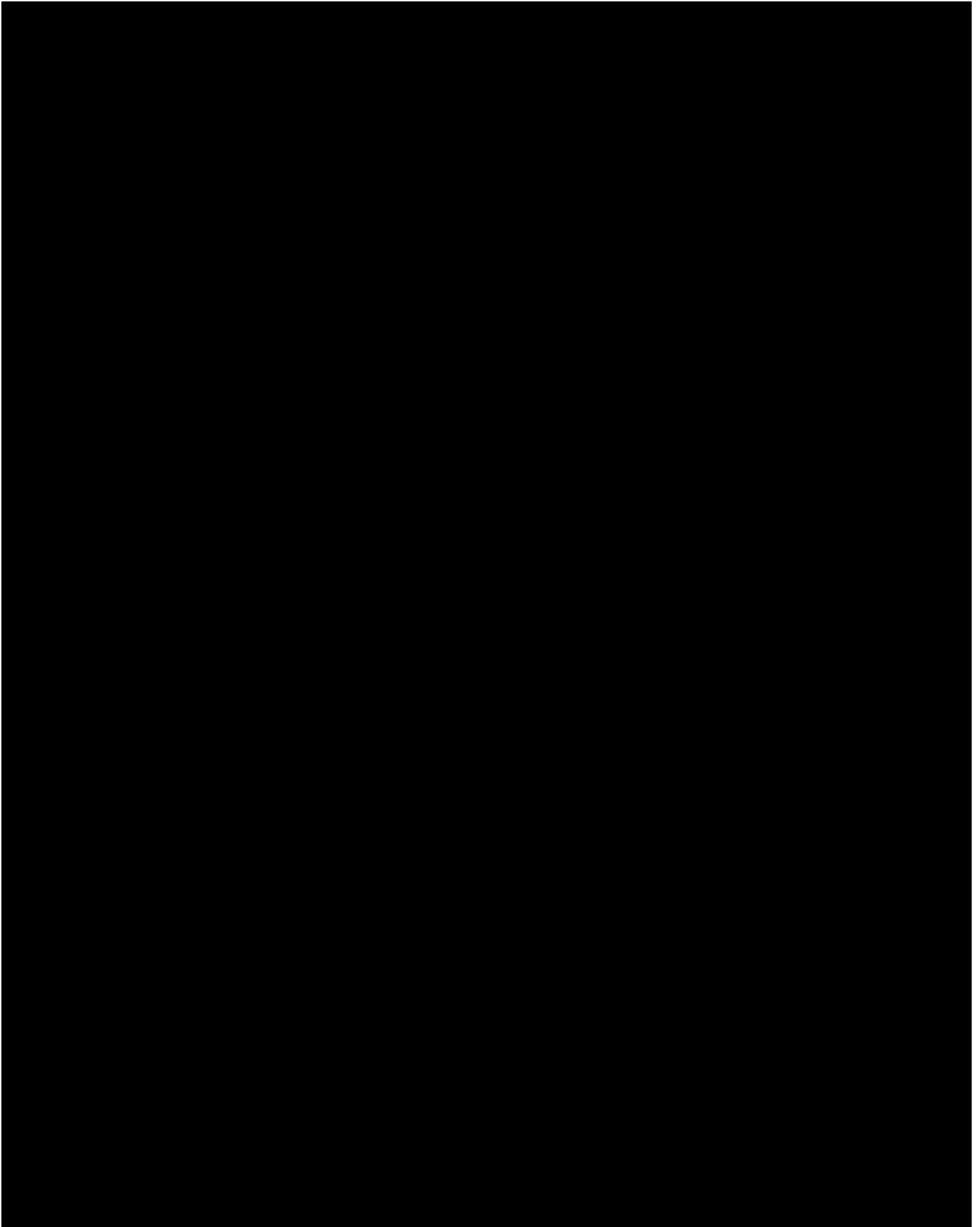
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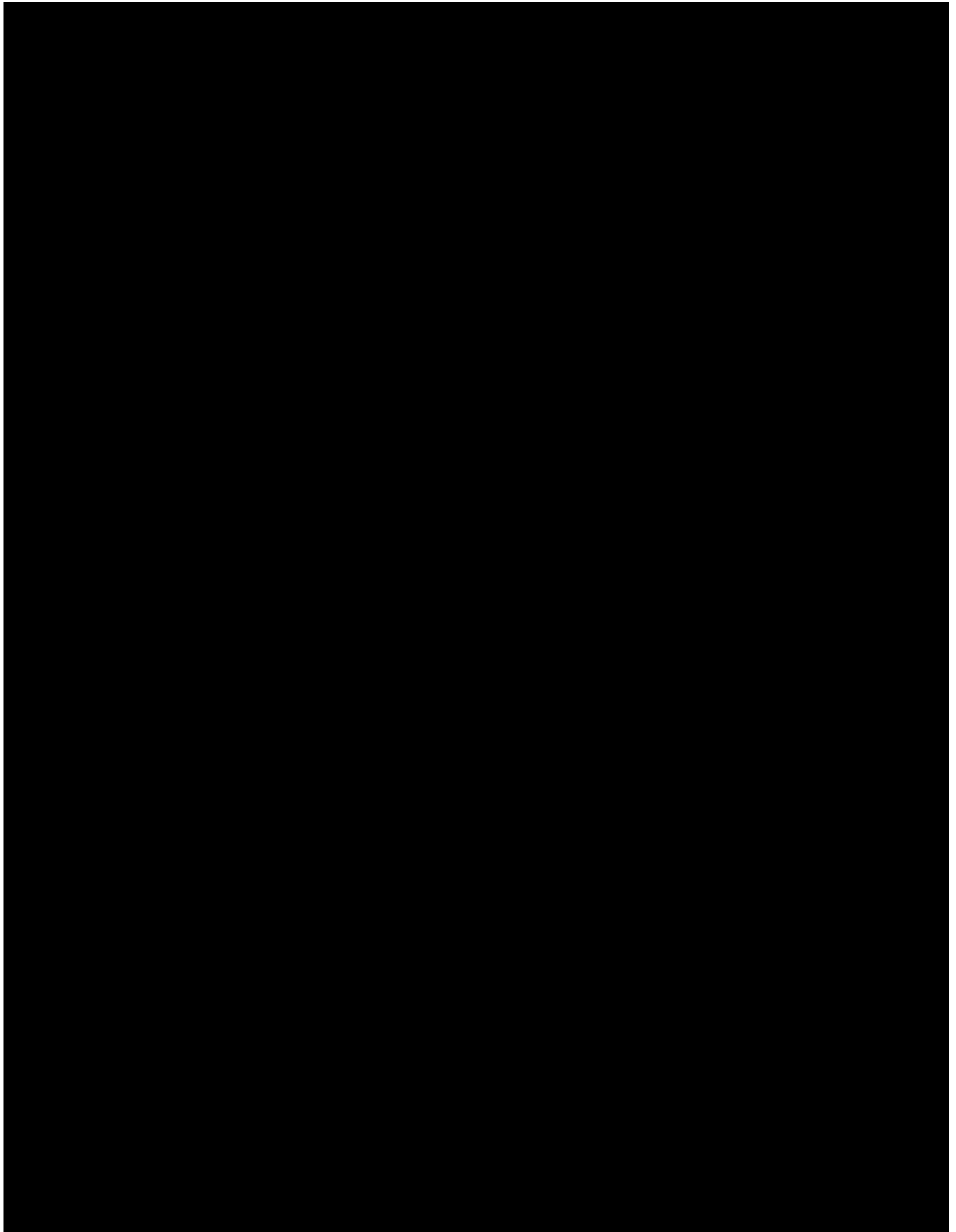
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**Schedule 8 – Supplier Solution**

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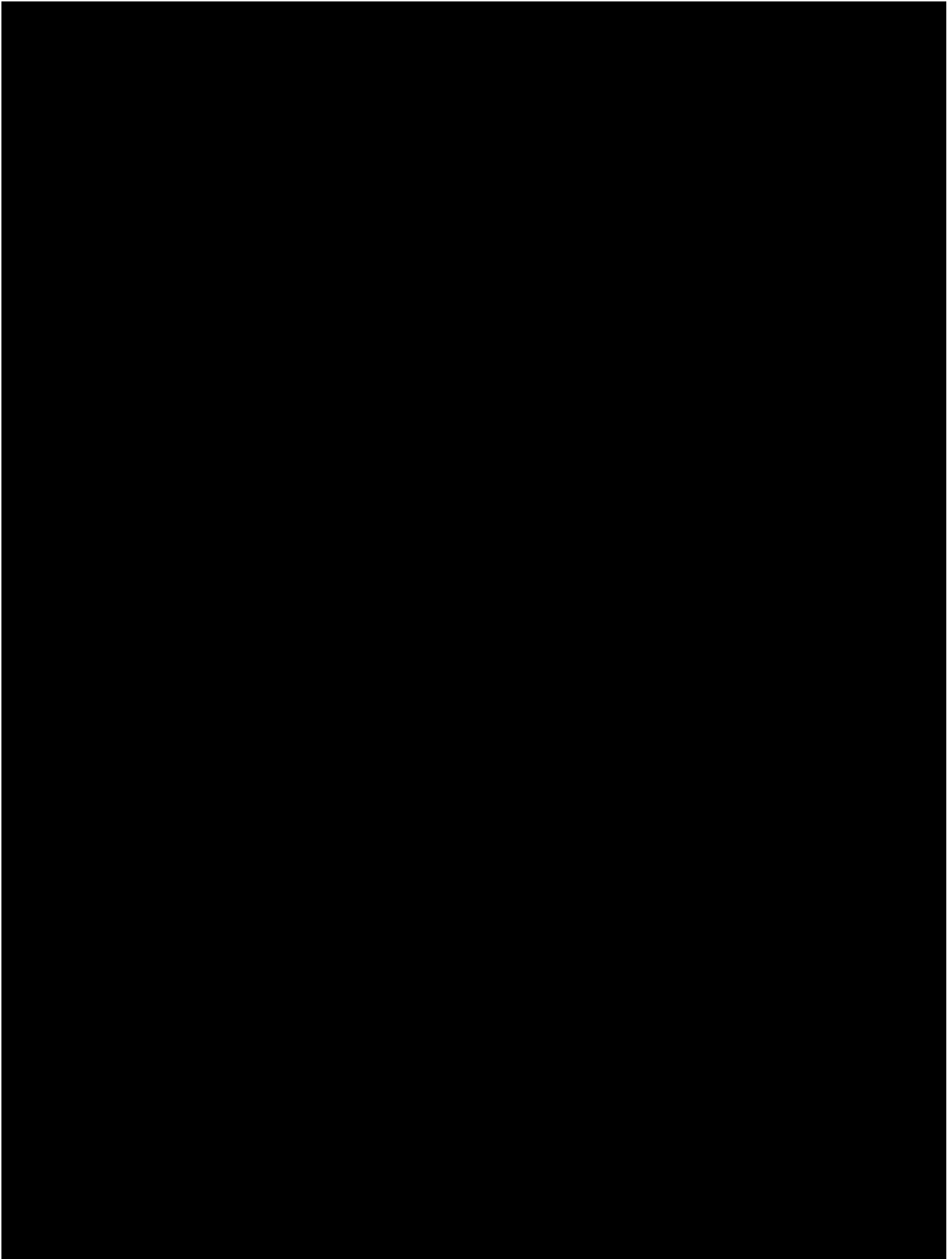




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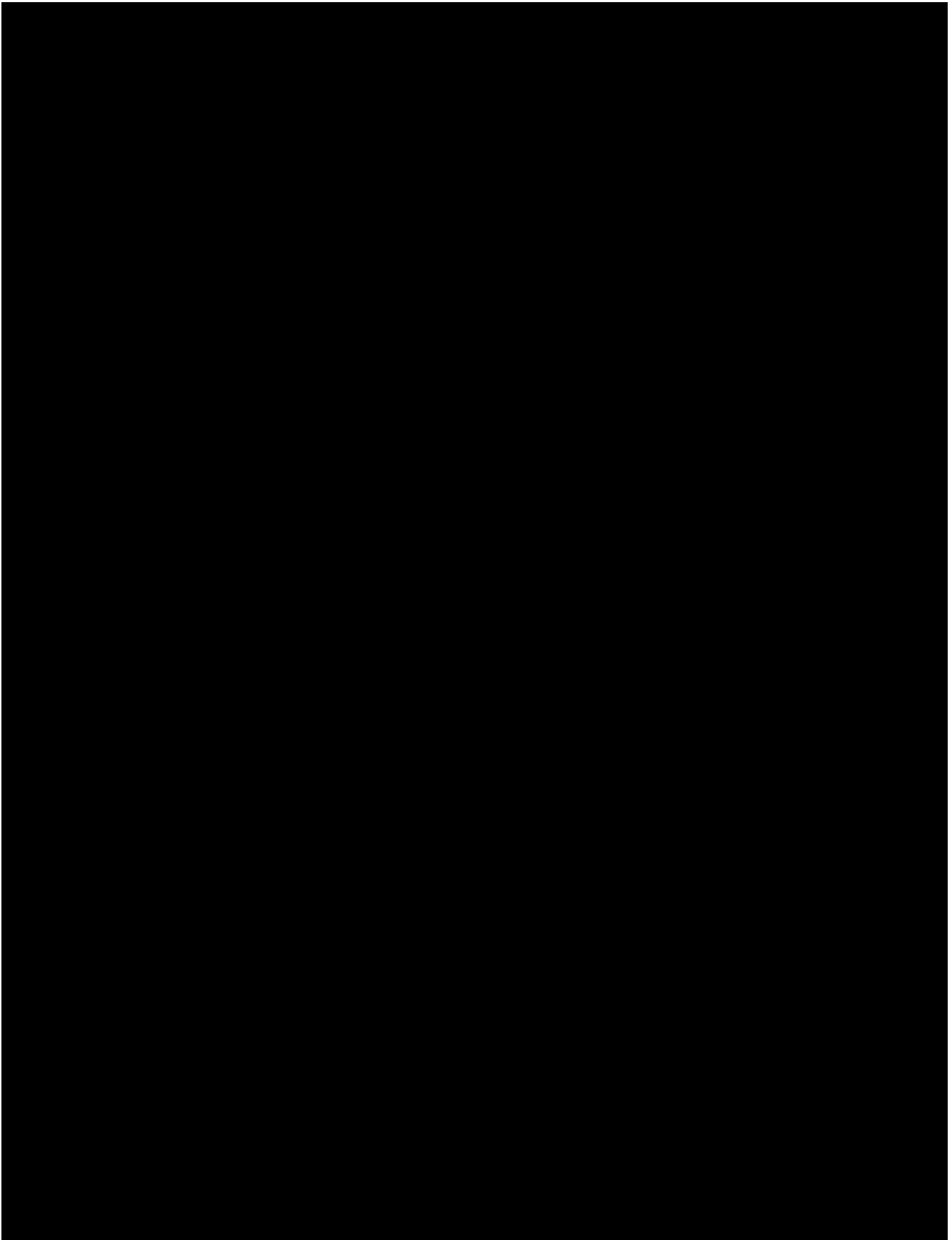
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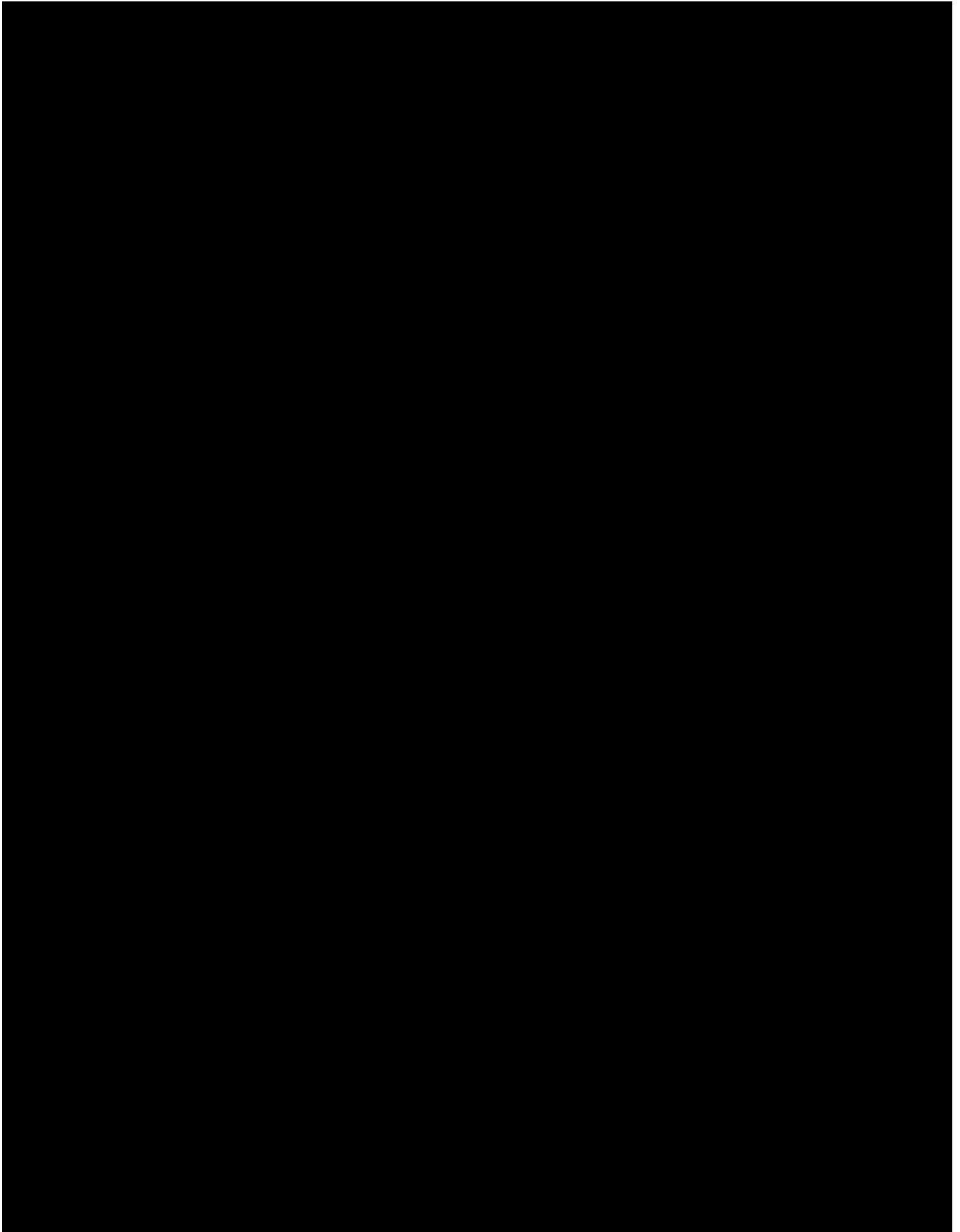
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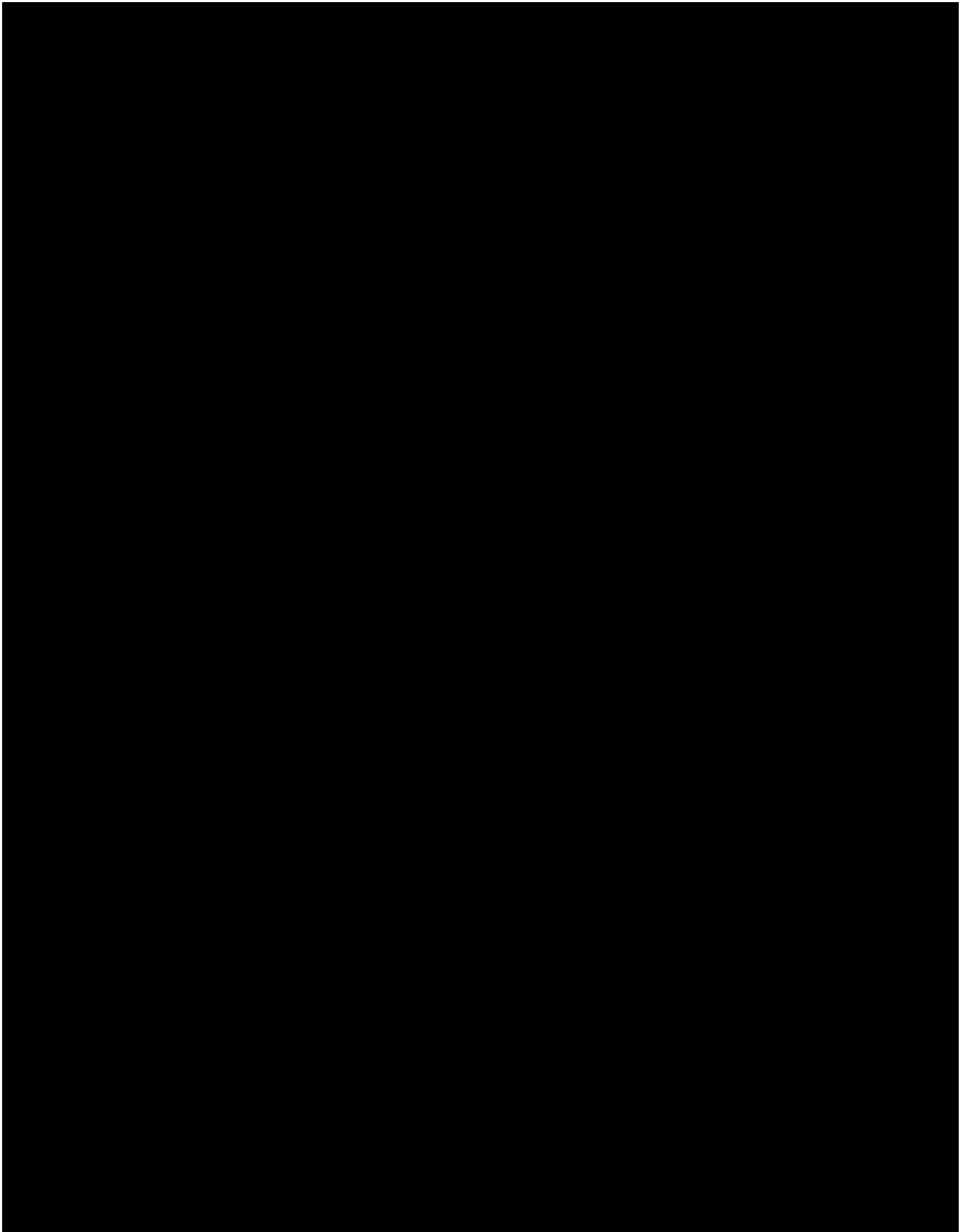
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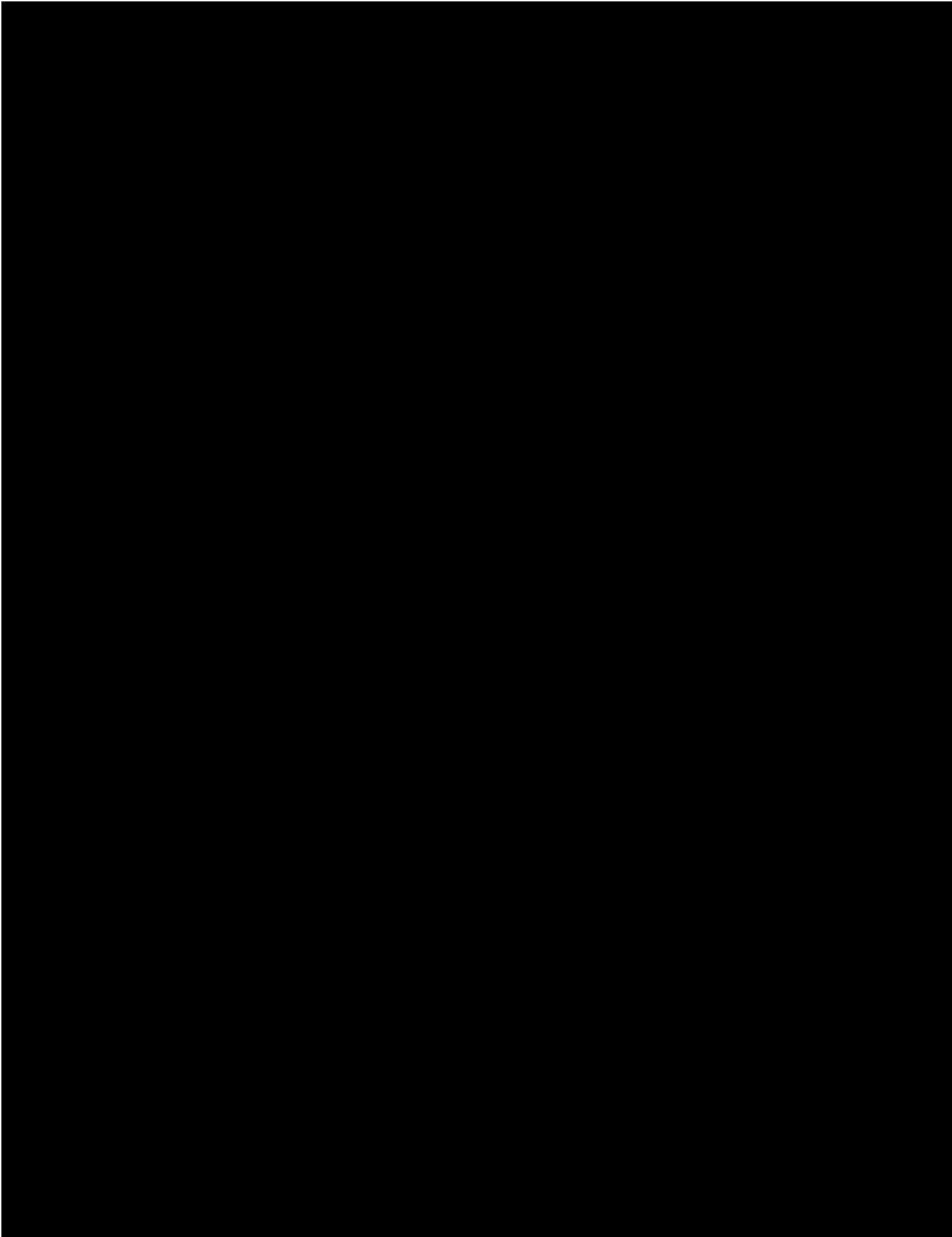
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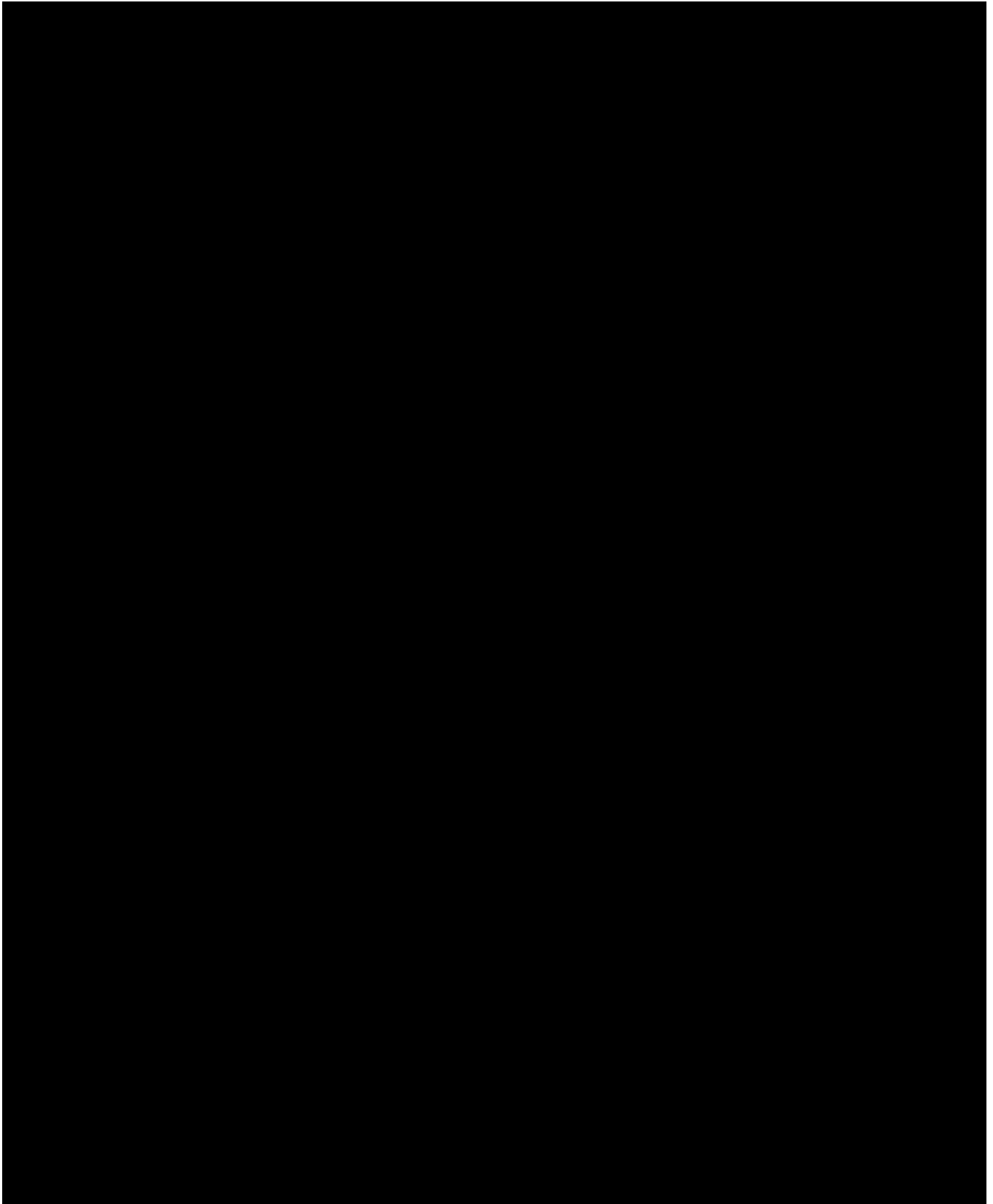
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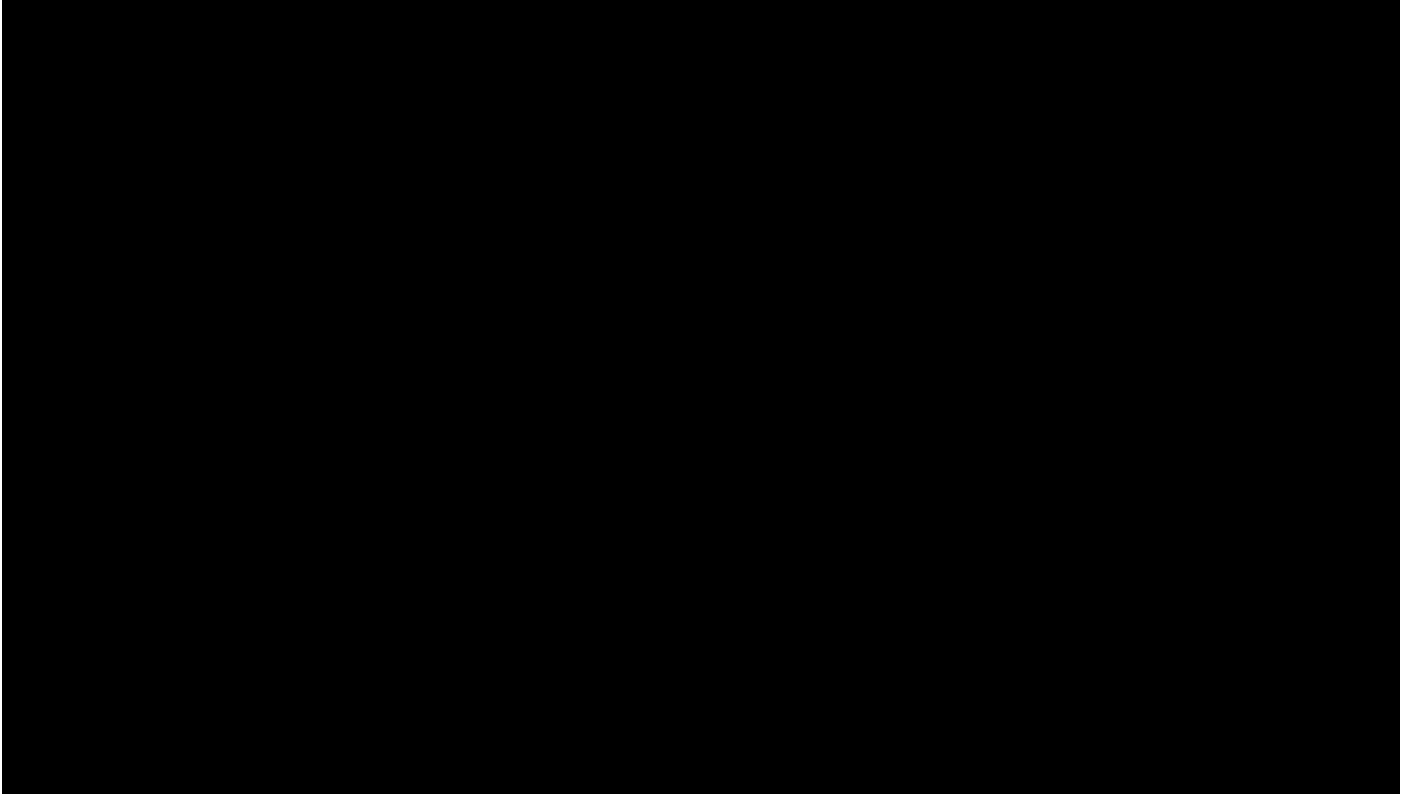
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## **SCHEDULE 9**

### **COMMERCIALLY SENSITIVE INFORMATION**



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- 1 In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.
- 2 Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below (please see the column "Duration of Confidentiality").
- 3 Without prejudice to the Authority's obligation to disclose Information in accordance with FOIA or Clause 19 (Confidentiality), the Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

No.	Date	Item(s)	Duration of Confidentiality
1	<div> <div></div> <div></div> <div></div> </div>	<div> <div></div> <div></div> <div></div> </div>	<div> <div></div> </div>
2	<div> <div></div> <div></div> <div></div> </div>	<div> <div></div> </div>	<div> <div></div> </div>
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## **SCHEDULE 10**

### **NOTIFIED KEY SUB-CONTRACTORS**

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- 1.1. In accordance with Clause 15.11 (*Appointment of Key Sub-contractors*), the Supplier is entitled to sub-contract its obligations under this Contract to the Key Sub-contractors listed in the table below.
- 1.2. The Parties agree that they will update this Schedule periodically to record any Key Sub-contractors appointed by the Supplier with the consent of the Authority after the Effective Date for the purposes of the delivery of the Services.

Administration	Percentage of Respondents
Current Administration	100%
Previous Administration	0%

## **SCHEDULE 11**

### **THIRD PARTY CONTRACTS**

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**Schedule 11 – Third Party Contracts**

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Schedule 11 – Third Party Contracts

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**1 THIRD PARTY CONTRACTS**

- 1.1 The contracts listed in the table below constitute Third Party Contracts entered into exclusively for the purposes of delivering the Services.
- 1.2 The Supplier shall be entitled to update this Schedule in accordance with Clause 15.5 (*Appointment of Sub-contractors*).

■ [REDACTED]  
[REDACTED]

Third party supplier name and address (if not the same as the registered office)	Registered office and company number	Related product/service description
[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]
[REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]



## **Schedule 12**

### **Software**

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**1 THE SOFTWARE**

- 1.1 The Software below is licensed or sub-licensed to the Authority to the extent necessary for the Supplier to deliver the Services in accordance with Clause 16 (*Intellectual Property Rights*) and Schedule 32 (*Intellectual Property Rights*).
- 1.2 The Parties agree that they will update this Schedule regularly, and in any event no less than every 6 (six) Months from the Effective Date, to record any Supplier Software or Third-Party Software subsequently licensed by the Supplier or third parties for the purposes of the delivery of the Services.

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## 2 SUPPLIER SOFTWARE

The Supplier Software includes the following items:

Software	Supplier (if an Affiliate of the Supplier)	Purpose	Number of Licences	Restrictions	Number of Copies	Type (COTS or Non-COTS)	Term/Expiry
[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED] [REDACTED]
[REDACTED]		[REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED] [REDACTED]
[REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED] [REDACTED]

## 3 THIRD PARTY SOFTWARE

3.1 The core Third-Party Software shall include the following items, which the Parties intend to novate to the Authority on expiry of the Contract Term:

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Third Party Software	Supplier	Purpose	Number of Licences	Restrictions [TBC]	Number of Copies	Type (COTS or Non-COTS)	Term/Expiry (with Authority contracting directly with provider and paying directly from expiry of the Contract Term)
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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3.2 Should the Authority fail to execute any of the novation agreements required to novate the Third Party Contracts listed in Paragraph 3.1 by the expiry of the Term, the Supplier shall have the right to terminate any such Third Party Contracts. The Authority agrees that the Termination any Third Party Contract pursuant to this Paragraph shall not constitute a Default of this Contract by the Supplier.

3.3 The Supplier shall also use the following non-core Third Party Software for the Term only:

For the avoidance of doubt, the elements (including those below) which make up the Integration Hub are recognised as being resources which need to be made available to the AMS Provider acting on behalf of the Authority in due course. In addition, these elements will need to be transitioned such that the Authority can control, operate, manage and secure the Integration Hub following Termination. It is anticipated that this will involve some level of assignment of agreements or replacement licensing. The Parties agree that as part of the Exit Plan as set out in Schedule 25 the Parties will consult and agree the best approach to achieve this.

Third Party Software	Supplier	Purpose	Notes
██████	██████	████████████████████	
██████	██████	████████████████████	
██████	██████	████████████████████	
██████	██████	████████████████████	
██████████	██████	████████████████████ ██████	
██████████	██████	████████████████████ ████████████████████	

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Third Party Software	Supplier	Purpose	Notes
[REDACTED]	[REDACTED]	[REDACTED]	
[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED] [REDACTED] [REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED] [REDACTED] [REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED] [REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED] [REDACTED]
[REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED] [REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED] [REDACTED]
[REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED] [REDACTED]

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Third Party Software	Supplier	Purpose	Notes
[REDACTED]	[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]
[REDACTED]	[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]
[REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED]
[REDACTED]	[REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED]
[REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED] [REDACTED] [REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED] [REDACTED] [REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED] [REDACTED]



## ANNEX 1: FORM OF LETTER RE SUB-LICENSING OF SUPPLIER COTS SOFTWARE AND SUPPLIER COTS BACKGROUND IPRs

**[Supplier letterhead]**

**[insert Authority  
name and address]**

**[Date]**

Dear Sirs

### LICENCES FOR SUPPLIER COTS SOFTWARE AND SUPPLIER COTS BACKGROUND IPRs

We refer to the agreement between us dated **[insert date]** in respect of **[brief  
summary of subject of the Agreement]** (the “**Contract**”). Capitalised expressions  
used in this letter have the same meanings as in the Agreement.

In accordance with Paragraph [2.4 (b) **[use this if Options 1 or 2 in Schedule 32  
(Intellectual Property Rights) are chosen]**] [2.5 (b) **[use this if Options 3 or 4 in  
Schedule 32 (Intellectual Property Rights) are used]**] of **Schedule 32  
(Intellectual Property Rights)** of the Contract we confirm that:

- 4 the Authority is licensed by the Supplier to use the Supplier COTS Software and Supplier COTS Background IPRs identified in the first column of the Appendix to this letter (the “Appendix”) on the terms of the licences identified in the second column of the Appendix (the “Licences”); and
- 5 notwithstanding any provision to the contrary in the Licences, it is agreed that the Authority may sub-license, assign and novate the Supplier COTS Software and Supplier COTS Background IPRs as referred to in Paragraph [2.4 (b) **[use this if Options 1 or 2 in Schedule 32 (Intellectual Property Rights) are chosen]**] [2.5 (b) **[use this if Options 3 or 4 in Schedule 32 (Intellectual Property Rights) are used]**] of **Schedule 32 (Intellectual Property Rights)** of the Contract.

Yours faithfully,

Signed:

On behalf of **[name of the Supplier]**

## ANNEX 2: FORM OF CONFIDENTIALITY UNDERTAKING

### CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made on [date] 20

#### BETWEEN:

- (1) [insert name] of [insert address] (the “Sub-licensee”); and
- (2) [insert name] of [insert address] (the “Supplier” and together with the Supplier, the “Parties”).

#### WHEREAS:

- (A) [insert name of Authority] (the “Authority”) and the Supplier are party to a contract dated [insert date] (the “Contract”) for the provision by the Supplier of [insert brief description of services] to the Authority.
- (B) The Authority wishes to grant a sub-licence to the Sub-licensee in respect of certain software and intellectual property rights licensed to the Authority pursuant to the Contract (the “Sub-licence”).
- (C) It is a requirement of the Contract that, before the Authority grants such sub-licence to the Sub-licensee, the Sub-licensee execute a confidentiality agreement in favour of the Supplier in or substantially in the form of this Agreement to protect the Confidential Information of the Supplier.

#### IT IS AGREED as follows:

##### 1 Interpretation

- 1.1 In this Agreement, unless the context otherwise requires:

**“Confidential Information”**

means:

- (a) Information, including all personal data within the meaning of the Data Protection Act 2018, and however it is conveyed, provided by the Authority to the Sub-licensee pursuant to or in connection with the Sub-licence that relates to:
  - (i) the Supplier; or
  - (ii) the operations, business, affairs, developments, intellectual property rights, trade secrets, know-how and/or personnel of the Supplier;

- (b) the source code and the object code of the software sub-licensed to the Sub-licensee pursuant to the Sub-licence together with build information, relevant design and development information, technical specifications of all functionality including those not included in standard manuals (such as those that modify system performance and access levels), configuration details, test scripts, user manuals, operating manuals, process definitions and procedures, and all such other documentation supplied by the Supplier to the Authority pursuant to or in connection with the Sub-licence;
- (c) other Information provided by the Authority pursuant to this Agreement to the Sub-licensee that is clearly designated as being confidential or equivalent or that ought reasonably to be considered to be confidential which comes (or has come) to the Sub-licensee's attention or into the Sub-licensee's possession in connection with the Sub-licence; and
- (d) Information derived from any of the above, but not including any Information that:
  - (a) was in the possession of the Sub-licensee without obligation of confidentiality prior to its disclosure by the Authority;
  - (b) was already generally available and in the public domain at the time of disclosure otherwise than by a breach of this Agreement or breach of a duty of confidentiality; or
  - (c) was independently developed without access to the Information;

**“Information”**

means all information of whatever nature, however conveyed and in whatever form, including in writing, orally, by demonstration, electronically and in a tangible, visual or machine-readable medium

(including CD-ROM, magnetic and digital form);  
and

**“Sub-licence”** has the meaning given to that expression in recital (B) to this Agreement.

1.2 In this Agreement:

- (a) a reference to any gender includes a reference to other genders;
- (b) the singular includes the plural and vice versa;
- (c) the words “include” and cognate expressions shall be construed as if they were immediately followed by the words “without limitation”;
- (d) references to any statutory provision include a reference to that provision as modified, replaced, amended and/or re-enacted from time to time (before or after the date of this Agreement) and any prior or subsequent subordinate legislation made under it;
- (e) headings are included for ease of reference only and shall not affect the interpretation or construction of this Agreement; and
- (f) references to Clauses are to clauses of this Agreement.

## 2 Confidentiality Obligations

2.1 In consideration of the Authority entering into the Sub-licence, the Sub- licensee shall:

- (a) treat all Confidential Information as secret and confidential;
- (b) have in place and maintain proper security measures and procedures to protect the confidentiality of the Confidential Information (having regard to its form and nature);
- (c) not disclose or permit the disclosure of any of the Confidential Information to any other person without obtaining the prior written consent of the Supplier or except as expressly set out in this Agreement;
- (d) not transfer any of the Confidential Information outside the United Kingdom;
- (e) not use or exploit any of the Confidential Information for any purpose whatsoever other than as permitted under the Sub-licence;
- (f) immediately notify the Supplier in writing if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Confidential Information; and
- (g) upon the expiry or termination of the Sub-licence:

- (i) destroy or return to the Supplier all documents and other tangible materials that contain any of the Confidential Information;
- (ii) ensure, so far as reasonably practicable, that all Confidential Information held in electronic, digital or other machine-readable form ceases to be readily accessible (other than by the information technology staff of the Sub-licensee) from any computer, word processor, voicemail system or any other device; and
- (iii) make no further use of any Confidential Information.

### **3 Permitted Disclosures**

- 3.1 The Sub-licensee may disclose Confidential Information to those of its directors, officers, employees, consultants and professional advisers who:
- (a) reasonably need to receive the Confidential Information in connection with the Sub-licence; and
  - (b) have been informed by the Sub-licensee of the confidential nature of the Confidential Information; and
  - (c) have agreed to terms similar to those in this Agreement.
- 3.2 The Sub-licensee shall be entitled to disclose Confidential Information to the extent that it is required to do so by applicable law or by order of a court or other public body that has jurisdiction over the Sub-licensee.
- 3.3 Before making a disclosure pursuant to Clause 3.2, the Sub-licensee shall, if the circumstances permit:
- (a) notify the Supplier in writing of the proposed disclosure as soon as possible (and if possible before the court or other public body orders the disclosure of the Confidential Information); and
  - (b) ask the court or other public body to treat the Confidential Information as confidential.

### **4 General**

- 4.1 The Sub-licensee acknowledges and agrees that all property, including intellectual property rights, in Confidential Information disclosed to it by the Supplier shall remain with and be vested in the Supplier.
- 4.2 This Agreement does not include, expressly or by implication, any representations, warranties or other obligations:
- (a) to grant the Sub-licensee any licence or rights other than as may be expressly stated in the Sub-licence;

- (b) to require the Supplier to disclose, continue disclosing or update any Confidential Information; or
  - (c) as to the accuracy, efficacy, completeness, capabilities, safety or any other qualities whatsoever of any Information or materials provided pursuant to or in anticipation of the Sub-licence.
- 4.3 The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers or remedies provided by law. No failure or delay by either Party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.
- 4.4 Without prejudice to any other rights or remedies that the Supplier may have, the Sub- licensee acknowledges and agrees that damages alone may not be an adequate remedy for any breach by the Sub- licensee of any of the provisions of this Agreement. Accordingly, the Sub- licensee acknowledges that the Supplier shall be entitled to the remedies of injunction and specific performance as well as any other equitable relief for any threatened or actual breach of this Agreement and/or breach of confidence and that no proof of special damages shall be necessary for the enforcement of such remedies.
- 4.5 The maximum liability of the Sub- licensee to the Supplier for any breach of this Agreement shall be limited to ten million pounds (£10,000,000).
- 4.6 For the purposes of the Contracts (Rights of Third Parties) Act 1999 no one other than the Parties has the right to enforce the terms of this Agreement.
- 4.7 Each Party shall be responsible for all costs incurred by it or on its behalf in connection with this Agreement.
- 4.8 This Agreement may be executed in any number of counterparts and by the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute but one and the same instrument.

## 5 Notices

- 5.1 Any notice to be given under this Agreement (each a “**Notice**”) shall be given in writing and shall be delivered by hand and shall be deemed to have been duly given at the time of delivery provided that such Notice is sent to the relevant physical address, and expressly marked for the attention of the relevant individual, set out in Clause 5.2.

5.2 Any Notice:

(a) if to be given to the Supplier shall be sent to:

[Address]

Attention: [Contact name and/or position, e.g. "The Finance Director"]

(b) if to be given to the Sub-licensee shall be sent to:

[Name of Organisation]

[Address]

Attention: [ ]

**6 Governing law**

6.1 This Agreement shall be governed by, and construed in accordance with, English law and any matter claim or dispute arising out of or in connection with this Agreement whether contractual or non-contractual, shall be governed by and determined in accordance with English law.

6.2 Each Party hereby irrevocably submits to the exclusive jurisdiction of the English courts in respect of any claim or dispute arising out of or in connection with this Agreement.

**IN WITNESS** of the above this Agreement has been signed by the duly authorised representatives of the Parties on the date which appears at the head of page 1.

**For and on behalf of [name of Supplier]**

Signature:

Date:

\_\_\_\_\_

Name:

Position:

**For and on behalf of [name of Sub-licensee]**

Signature:

Date:

\_\_\_\_\_

Name:

Position:

# **SCHEDULE 13**

## **IMPLEMENTATION PLAN**



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**1 INTRODUCTION**

1.1 This Schedule:

- (a) defines the process for the preparation and implementation of the Outline Implementation Plan and Detailed Implementation Plan; and
- (b) identifies the Milestones (and associated Deliverables) including the Milestones which trigger payment to the Supplier of the applicable Milestone Payments following the issue of the applicable Milestone Achievement Certificate ("MAC").

**2 OUTLINE IMPLEMENTATION PLAN**

- 2.1 The Outline Implementation Plan is set out in ANNEX 1.
- 2.2 All changes to the Outline Implementation Plan shall be subject to the Change Control Procedure provided that the Supplier shall not attempt to postpone any of the Milestones using the Change Control Procedure or otherwise (except in accordance with Clause 29 (*Authority Cause*)).

**3 APPROVAL OF THE DETAILED IMPLEMENTATION PLAN**

- 3.1 The Supplier shall submit a draft of the Detailed Implementation Plan to the Authority for approval within 20 Working Days of the Effective Date.
- 3.2 The Supplier shall ensure that the draft Detailed Implementation Plan:
  - (a) incorporates all of the Milestones and Milestone Dates set out in the Outline Implementation Plan as well as any relevant aspects of Security (from Schedule 5);
  - (b) includes (as a minimum) the Supplier's proposed timescales in respect of the following for each of the Milestones:
    - (i) the completion of each design document;
    - (ii) the completion of the build phase;
    - (iii) the completion of any Testing to be undertaken in accordance with Schedule 14 (Testing Procedures); and
    - (iv) training and roll-out activities;
  - (c) clearly outlines all the steps required to implement the Milestones to be achieved in order to reach completion of Phase 1A (as defined in the Implementation Plan), together with a high level plan for the

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- rest of the programme, in conformity with the Authority Requirements;
- (d) clearly outlines the required roles and responsibilities of both Parties, including staffing requirements; and
  - (e) is produced using a software tool as specified, or agreed by the Authority.
- 3.3 Prior to the submission of the draft Detailed Implementation Plan to the Authority in accordance with Paragraph 3.1, the Authority shall have the right:
- (a) to review any documentation produced by the Supplier in relation to the development of the Detailed Implementation Plan, including:
    - (i) details of the Supplier's intended approach to the Detailed Implementation Plan and its development;
    - (ii) copies of any drafts of the Detailed Implementation Plan produced by the Supplier; and
    - (iii) any other work in progress in relation to the Detailed Implementation Plan; and
  - (b) to require the Supplier to include any reasonable changes or provisions in the Detailed Implementation Plan.
- 3.4 Following receipt of the draft Detailed Implementation Plan from the Supplier, the Authority shall:
- (a) review and comment on the draft Detailed Implementation Plan as soon as reasonably practicable; and
  - (b) notify the Supplier in writing that it approves or rejects the draft Detailed Implementation Plan no later than 20 Working Days after the date on which the draft Detailed Implementation Plan is first delivered to the Authority.
- 3.5 If the Authority rejects the draft Detailed Implementation Plan:
- (a) the Authority shall inform the Supplier in writing of its reasons for its rejection; and
  - (b) the Supplier shall then revise the draft Detailed Implementation Plan (taking reasonable account of the Authority's comments) and shall re-submit a revised draft Detailed Implementation Plan to the Authority for the Authority's approval within 20 Working Days of the date of the Authority's notice of rejection. The provisions of Paragraph 3.4 and this Paragraph 3.5 shall apply again to any resubmitted draft Detailed Implementation Plan, provided that either

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Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.

- 3.6 If the Authority approves the draft Detailed Implementation Plan, it shall replace the Outline Implementation Plan from the date of the Authority's notice of approval.

**4 UPDATES TO AND MAINTENANCE OF THE DETAILED IMPLEMENTATION PLAN**

- 4.1 Following the approval of the Detailed Implementation Plan by the Authority:

- (a) the Supplier shall submit an updated Detailed Implementation Plan to the Authority weekly from the Effective Date;
- (b) without prejudice to Paragraph 4.1(a), the Authority shall be entitled to request a revised Detailed Implementation Plan at any time by giving written notice to the Supplier and the Supplier shall submit a draft revised Detailed Implementation Plan to the Authority within 20 Working Days of receiving such a request from the Authority (or such longer period as the Parties may agree provided that any failure to agree such longer period shall be referred to the Dispute Resolution Procedure);
- (c) any revised Detailed Implementation Plan shall (subject to Paragraph 4.2) be submitted by the Supplier for approval in accordance with the procedure set out in Paragraph 3; and
- (d) the Supplier's performance against the Implementation Plan shall be monitored at meetings of the Service Management Board (as defined in Schedule 21 (Governance) [REDACTED]) [REDACTED] In preparation for such meetings, the current Detailed Implementation Plan shall be provided by the Supplier to the Authority not less than 5 Working Days in advance of each meeting of the Service Management Board.

- 4.2 Save for any amendments which are of a type identified and notified by the Authority (at the Authority's discretion) to the Supplier in writing as not requiring approval, any material amendments to the Detailed Implementation Plan shall be subject to the Change Control Procedure provided that:

- (a) any amendments to elements of the Detailed Implementation Plan which are based on the contents of the Outline Implementation Plan shall be deemed to be material amendments; and
- (b) in no circumstances shall the Supplier be entitled to alter or request an alteration to any Milestone Date except in accordance with Clause 29 (*Authority Cause*).

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- 4.3 Any proposed amendments to the Detailed Implementation Plan shall not come into force until they have been approved in writing by the Authority.

**5 GOVERNMENT REVIEWS**

- 5.1 The Supplier acknowledges that the Services may be subject to Government review at key stages of the project. The Supplier shall cooperate with any bodies undertaking such review and shall allow for such reasonable assistance as may be required for this purpose within the Charges.

**6 STAFF SECURITY REQUIREMENTS BEFORE THE START DATE**

- 6.1 The Supplier(s) shall note that it is incumbent upon them to understand the lead-in period for security clearances and ensure that all Supplier Staff have the necessary security clearance in place before the Operational Service Commencement Date. The Supplier(s) shall ensure that this is reflected in their Implementation Plans.
- 6.2 The Supplier(s) shall ensure that all Supplier Staff and Subcontractors do not access the Authority's ICT Environments, including Authority's live data, or any IT systems linked to the Authority, unless they have satisfied the Authority's security requirements (refer also to Schedule 5).
- 6.3 The Supplier(s) shall be responsible for providing all necessary information to the Authority to facilitate security clearances for Supplier Staff and Subcontractors in accordance with the Authority's requirements.
- 6.4 The Supplier(s) shall provide the names of all Supplier(s) Staff and Key Subcontractors and inform the Authority of any alterations and additions as they take place throughout the Contract.
- 6.5 The Supplier(s) shall ensure that all Supplier(s) Staff and Subcontractors requiring access to the Authority physical Sites or Information Management Systems (including virtual) have the appropriate security clearance. It is the Supplier's responsibility to establish whether or not the level of clearance will be sufficient for access. Unless prior approval has been received from the Authority, the Supplier(s) shall be responsible for meeting the costs associated with the provision of security cleared escort services.
- 6.6 If a property requires Supplier(s) Staff or Subcontractors to be accompanied by the Authority Representative, the Authority must be given reasonable notice of such a requirement, except in the case of emergency access.
- 6.7 If a property requires Authority staff or Representatives to be accompanied by the Supplier(s) authorised representative, the Supplier(s) must be given reasonable notice of such a requirement, except in the case of emergency access.

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## **7 ONBOARDING OF DEPARTMENTS AND ALBs**

- 7.1 The Authority recognises that whilst all reasonable efforts have been made to provide sufficient information to the Supplier(s), there may be some uncertainty regarding scope and size of the Departments, Cloud Users, and ALBs to onboard throughout the life of the Contract. Therefore, the Authority and the Supplier(s) working within the spirit of the Contract hereby agree to follow the following process;
- 7.1.1 Supplier(s) shall provide an Outline Implementation Plan and subsequent Detailed Implementation Plan on the basis of successfully on boarding all in scope entities as per Clauses 2 and 3;
  - 7.1.2 Supplier(s) shall comply with Paragraph 8.2 and 8.3 below in relation to implementation services relating to Optional Services; and
  - 7.1.3 the Authority shall notify the Supplier as to whether it requires the Supplier to action Phase 2 (the "go/no go status" of Phase 2) prior to the conclusion of Phase 1B.
- 7.2 The Parties agree that Phase 2 pricing as set out in Schedule 15 (Charges and Invoicing) is firm, however, shall not be charged to the Authority unless the Authority notifies the Supplier that Phase 2 is required in accordance with Paragraph 7.1.3 above.

## **8 OPTIONAL SERVICES**

- 8.1 Where the Authority requires the Supplier to supply Optional Services pursuant to Clause 5.10 it is acknowledged that (as referenced in Clause 5.12(b)) that an Optional Services Implementation Plan will need to be drafted by the Supplier and agreed with the Authority; the Supplier will then be obliged (pursuant to this Schedule) to deliver the relevant Optional Services in accordance with such Optional Services Implementation Plan. It is acknowledged that some Optional Services may not require implementation services and in such case no Optional Services Implementation Plan shall be required.
- 8.2 In relation to those Optional Services relating to the onboarding of Departments and ALBs the Authority shall call off such Optional Services in agreement with the Supplier subject to Paragraph 3.2(b)(i) and 3.4 of this Schedule

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- 8.3 The Optional Services Implementation Plan for any such onboarding Optional Services will have the same level of information (in terms of detail, planning and approach) as for the original in scope Detailed Implementation Plan and shall not be deemed accepted until written confirmation is provided by the Authority in accordance with Paragraph 3.4(b).

## ANNEX 1: OUTLINE IMPLEMENTATION PLAN



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# **SCHEDULE 14**

## **TESTING PROCEDURES**



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**Schedule 14 – Testing Procedures**

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**1 DEFINITIONS**

In this Schedule, the following definitions shall apply:

<b>“Component”</b>	any constituent parts of the infrastructure for a Service, hardware or Software;
<b>“Cutover and Post Deployment Test/Operational Acceptance Test”</b>	the final sanity check of key functionality in the new system during the cut over phase;
<b>“Material Test Issue”</b>	a Test Issue of Severity Level 1 or Severity Level 2;
<b>“Severity Level”</b>	the level of severity of a Test Issue, the criteria for which are described in Annex 1;
<b>“Test Certificate”</b>	a certificate materially in the form of the document contained in Annex 2 issued by the Authority when a Deliverable has satisfied its relevant Test Exit Criteria;
<b>“Test Exit”</b>	the point at which an agreed Test Phase is exited or has completed by agreement between Authority and Supplier;
<b>“Test Issue”</b>	any variance or non-conformity of a Deliverable from its requirements (such requirements being set out in the relevant Test Exit Criteria);
<b>“Test Issue Threshold”</b>	in relation to the Tests applicable to a Milestone, a maximum number of Severity Level 3, Severity Level 4 and Severity Level 5 Test Issues as set out in the relevant Test Plan;
<b>“Test Issue Management Log”</b>	a log for the recording of Test Issues as described further in Paragraph 9.1;
<b>“Test Plan”</b>	a plan:  (a) for the Testing of Deliverables; and

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	(b) setting out other agreed criteria related to the achievement of Milestones,  as described further in Paragraph 5;
<b>“Test Phase”</b>	a Phase of testing such as User Acceptance as defined in the Test Strategy;
<b>“Test Reports”</b>	the reports to be produced by the Supplier setting out the results of Tests;
<b>“Test Specification”</b>	the specification that sets out how Tests will demonstrate that the Test Exit Criteria have been satisfied, as described in more detail in Paragraph 7;
<b>“Test Strategy”</b>	a strategy for the conduct of Testing as described further in Paragraph 4;
<b>“Test Exit Criteria”</b>	in relation to a Test, the Test Exit criteria for that Test as referred to in Paragraph 6;
<b>“Test Witness”</b>	any person appointed by the Authority pursuant to Paragraph 10.1;
<b>“Testing Procedures”</b>	the applicable testing procedures and Test Exit Criteria set out in this Schedule;
<b>“User Acceptance Test” and “UAT”</b>	the key testing stage for users to ensure the proposed solution meets user requirements. Acts as the sign off by business users for the new solution and data migrated from legacy to new solution.

## 2 RISK

- 2.1 The issue of a Test Certificate, a Milestone Achievement Certificate and/or a conditional Milestone Achievement Certificate shall not:
- (a) operate to transfer any risk that the relevant Deliverable or Milestone is complete or will meet and/or satisfy the Authority's requirements for that Deliverable or Milestone; or
  - (b) affect the Authority's right subsequently to reject:

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- (i) all or any element of the Deliverables to which a Test Certificate relates; or
- (ii) any Milestone to which the Milestone Achievement Certificate relates.

2.2 Notwithstanding the issuing of any Milestone Achievement Certificate (including the Milestone Achievement Certificate in respect of Authority to Proceed), the Supplier shall remain solely responsible for ensuring that:

- (a) the Supplier Solution as designed and developed is suitable for the delivery of the Services and meets the Authority Requirements;
- (b) the Services are implemented in accordance with this Contract; and
- (c) each Target Performance Level is met from the relevant Operational Service Commencement Date.

### **3 TESTING OVERVIEW**

3.1 All Tests conducted by the Supplier shall be conducted in accordance with the Test Strategy, the Test Plans, and the Test Specifications.

3.2 The Supplier shall not submit any Deliverable for Testing:

- (a) unless the Supplier is reasonably confident that it will satisfy the relevant Test Exit Criteria;
- (b) until the Authority has issued a Test Certificate in respect of any prior, dependant Deliverable(s); and
- (c) until the Parties have agreed the Test Plan and the Test Specification relating to the relevant Deliverable(s).

3.3 The Supplier shall use reasonable endeavours to submit each Deliverable for Testing or re-Testing by or before the date set out in the Implementation Plan for the commencement of Testing in respect of the relevant Deliverable.

3.4 Prior to the issue of a Test Certificate, the Authority shall be entitled to review the relevant Test Reports and the Test Issue Management Log.

3.5 Any Disputes between the Authority and the Supplier regarding Testing shall be referred to the Dispute Resolution Procedure using the Expedited Dispute Timetable.

3.6 The Supplier shall comply with, and meet the requirements set out in, Annex 6 (Supplier Commitments).

### **4 TEST STRATEGY**

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- 4.1 The Supplier shall develop the final Test Strategy, which shall be based on the high level test strategy set out in Annex 7 as soon as practicable after the Effective Date and submit these for the approval of the Authority as soon as practicable but in any case, no later than 90 Working Days (or such other period as the Parties may agree in writing) after the Effective Date.
- 4.2 The final Test Strategy shall include:
- (a) an overview of how each phase of Testing will be conducted in accordance with the Implementation Plan;
  - (b) the strategies for testing all data aspects of the solution(s) to support both the functional testing and to enable and inform the Data Migration activities;
  - (c) the Supplier's recommended strategies for the tests that the Buyer representatives will execute, including User Acceptance Testing (UAT) and Post Deployment Testing (PDT);
  - (d) the Test entry criteria and Test Exit Criteria;
  - (e) the process to be used to capture and record Test results and the categorisation of Test Issues;
  - (f) the method for mapping the expected Test results to the Test Exit Criteria;
  - (g) the procedure to be followed if a Deliverable fails to satisfy the Test Exit Criteria or produces unexpected results, including a procedure for the resolution of Test Issues;
  - (h) where it would apply, the process by which the Supplier(s) will first positively prove that a Test Issue does not lie with a Supplier(s) Deliverable;
  - (i) the procedure to be followed to sign off each Test;
  - (j) the process for the production and maintenance of Test Reports and reporting, including templates for the Test Reports and the Test Issue Management Log, and a sample plan for the resolution of Test Issues;
  - (k) the names and contact details of the Authority's and the Supplier's Test representatives;
  - (l) the support that the Supplier(s) will provide during the Buyer's User Acceptance Testing (UAT) and Post Deployment Testing which may be at the Authority's locations as per the Test Strategy;

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- (m) a high level identification of the resources required for Testing, including facilities, infrastructure, personnel and Authority and/or third party involvement in the conduct of the Tests;
- (n) the technical environments required to support the Tests; and
- (o) the procedure for managing the configuration of the Test environments.

## **5 TEST PLANS**

5.1 The Supplier shall develop Test Plans and submit these for the approval of the Authority as soon as practicable but in any case no later than 30 Working Days (or such other period as the Parties may agree in the Test Strategy or otherwise agree in writing) prior to the start date for the relevant Testing (as specified in the Implementation Plan).

5.2 Each Test Plan shall include as a minimum:

- (a) the relevant Test definition and the purpose of the Test, the Milestone to which it relates, the requirements being tested and, for each Test, the specific Test Exit Criteria to be satisfied;
- (b) a detailed procedure for the Tests to be carried out, including:
  - (i) the timetable for the Tests and resources required - including start and end dates;
  - (ii) the Testing mechanism;
  - (iii) dates and methods by which the Authority can inspect Test results or witness the Tests in order to establish that the Test Exit Criteria have been met;
  - (iv) the mechanism for ensuring the quality, completeness and relevance of the Tests;
  - (v) the format and an example of Test progress reports and the process with which the Authority accesses daily Test schedules;
  - (vi) the process which the Authority will use to review Test Issues and the Supplier's progress in resolving these in a timely basis;
  - (vii) the Test Schedule;
  - (viii) the re-Test procedure, the timetable and the resources which would be required for re-Testing; and

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- (c) the process for escalating Test Issues from a re-test situation to the taking of specific remedial action to resolve the Test Issue.

5.3 The Authority shall not unreasonably withhold or delay its approval of the Test Plans provided that the Supplier shall incorporate any reasonable requirements of the Authority in the Test Plans.

## **6 TEST EXIT CRITERIA**

6.1 The Test Exit Criteria for:

- (a) each Test Phase identified in the high-level test strategy set out in Annex 7 and Implementation Requirements set out in Schedule 2 to Achieve either the ATP Milestone or a CPP Milestone are defined separately; and
- (b) all other Tests shall be agreed between the Parties as part of the relevant Test Plan pursuant to Paragraph 5.

## **7 TEST SPECIFICATION**

7.1 Following approval of a Test Plan, the Supplier shall develop the Test Specification for the relevant Deliverables as soon as reasonably practicable and in any event at least 45 Working Days (or such other period as the Parties may agree in the Test Strategy or otherwise agree in writing) prior to the start of the relevant Testing (as specified in the Implementation Plan).

7.2 Each Test Specification shall include as a minimum:

- (a) the specification of the Test data, including its source, scope, volume and management, a request (if applicable) for relevant Test data to be provided by the Authority and the extent to which it is equivalent to live operational data;
- (b) a plan to make the resources available for Testing;
- (c) Test scripts, Test cases and Test scenarios;
- (d) Test pre-requisites and the mechanism for measuring them; and
- (e) expected Test results, including:
  - (i) a mechanism to be used to capture and record Test results; and
  - (ii) a method to process the Test results to establish their content.

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**8 TESTING**

- 8.1 Before submitting any Deliverables for Testing the Supplier shall subject the relevant Deliverables to its own internal quality control measures.
- 8.2 The Supplier shall manage the progress of Testing in accordance with the relevant Test Plan and shall carry out the Tests in accordance with the relevant Test Specification. Tests may be witnessed by the Test Witnesses in accordance with Paragraph 10.
- 8.3 The Supplier shall notify the Authority at least 10 Working Days (or such other period as the Parties may agree in writing) in advance of the date, time and location of the relevant Tests and the Authority shall ensure that the Test Witnesses attend the Tests, except where the Authority has specified in writing that such attendance is not necessary.
- 8.4 The Authority may raise and close Test Issues during the Test witnessing process.
- 8.5 The Supplier shall provide to the Authority in relation to each Test:
- (a) a draft Test Report not less than 2 Working Days (or such other period as the Parties may agree in writing) prior to the date on which the Test is planned to end; and
  - (b) the final Test Report within 5 Working Days (or such other period as the Parties may agree in writing) of completion of Testing.
- 8.6 Each Test Report shall provide a full report on the Testing conducted in respect of the relevant Deliverables, including:
- (a) an overview of the Testing conducted;
  - (b) identification of the relevant Test Exit Criteria that have been satisfied;
  - (c) identification of the relevant Test Exit Criteria that have not been satisfied together with the Supplier's explanation of why those criteria have not been met;
  - (d) the Tests that were not completed together with the Supplier's explanation of why those Tests were not completed;
  - (e) the Test Exit Criteria that were satisfied, not satisfied or which were not tested, and any other relevant categories, in each case grouped by Severity Level in accordance with Paragraph 9.1; and



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- (f) the specification for any hardware and software used throughout Testing and any changes that were applied to that hardware and/or software during Testing.

## **9 TEST ISSUES**

- 9.1 Where a Test Report identifies a Test Issue, the Parties shall agree the classification of the Test Issue using the criteria specified in Annex 1 and the Test Issue Management Log maintained by the Supplier shall log Test Issues reflecting the Severity Level allocated to each Test Issue.
- 9.2 The Supplier shall be responsible for maintaining the Test Issue Management Log and for ensuring that its contents accurately represent the current status of each Test Issue at all relevant times. The Supplier shall make the Test Issue Management Log available to the Authority upon request.
- 9.3 The Authority shall confirm the classification of any Test Issue unresolved at the end of a Test in consultation with the Supplier. If the Parties are unable to agree the classification of any unresolved Test Issue, the Dispute shall be dealt with in accordance with the Dispute Resolution Procedure using the Expedited Dispute Timetable.

## **10 TEST WITNESSING**

- 10.1 The Authority may, in its sole discretion, require the attendance at any Test of one or more Test Witnesses selected by the Authority, each of whom shall have appropriate skills to fulfil the role of a Test Witness.
- 10.2 The Supplier shall give the Test Witnesses access to any documentation and Testing environments reasonably necessary and requested by the Test Witnesses to perform their role as a Test Witness in respect of the relevant Tests.
- 10.3 The Test Witnesses:
  - (a) shall actively review the Test documentation;
  - (b) will attend and engage in the performance of the Tests on behalf of the Authority so as to enable the Authority to gain an informed view of whether a Test Issue may be closed or whether the relevant element of the Test should be re-Tested;
  - (c) shall not be involved in the execution of any Test;
  - (d) shall be required to verify that the Supplier conducted the Tests in accordance with the Test Exit Criteria and the relevant Test Plan and Test Specification;

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- (e) may produce and deliver their own, independent reports on Testing, which may be used by the Authority to assess whether the Tests have been Achieved;
- (f) may raise Test Issues on the Test Issue Management Log in respect of any Testing; and
- (g) may require the Supplier to demonstrate the modifications made to any defective Deliverable before a Test Issue is closed.

## **11 TEST QUALITY AUDIT**

- 11.1 Without prejudice to its rights pursuant to Clause 12.2(b) (*Records, Reports, Audits & Open Book Data*), the Authority may perform on-going quality audits in respect of any part of the Testing (each a “**Testing Quality Audit**”) subject to the provisions set out in the agreed Quality Plan.
- 11.2 The focus of the Testing Quality Audits shall be on:
  - (a) adherence to an agreed methodology;
  - (b) adherence to the agreed Testing process;
  - (c) adherence to the Quality Plan;
  - (d) review of status and key development issues; and
  - (e) identification of key risk areas.
- 11.3 The Supplier shall allow sufficient time in the Test Plan to ensure that adequate responses to a Testing Quality Audit can be provided.
- 11.4 The Authority will give the Supplier at least 5 Working Days' written notice of the Authority's intention to undertake a Testing Quality Audit and the Supplier may request, following receipt of that notice, that any Testing Quality Audit be delayed by a reasonable time period if in the Supplier's reasonable opinion, the carrying out of a Testing Quality Audit at the time specified by the Authority will materially and adversely impact the Implementation Plan.
- 11.5 A Testing Quality Audit may involve document reviews, interviews with the Supplier Personnel involved in or monitoring the activities being undertaken pursuant to this Schedule, the Authority witnessing Tests and demonstrations of the Deliverables to the Authority. Any Testing Quality Audit shall be limited in duration to a maximum time to be agreed between the Supplier and the Authority on a case by case basis (such agreement not to be unreasonably withheld or delayed). The Supplier shall provide all reasonable necessary assistance and access to all relevant documentation required by the Authority to enable it to carry out the Testing Quality Audit.

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- 11.6 If the Testing Quality Audit gives the Authority concern in respect of the Testing Procedures or any Test, the Authority shall:
- (a) discuss the outcome of the Testing Quality Audit with the Supplier, giving the Supplier the opportunity to provide feedback in relation to specific activities; and
  - (b) subsequently prepare a written report for the Supplier detailing its concerns,

and the Supplier shall, within a reasonable timeframe, respond in writing to the Authority's report.

- 11.7 In the event of an inadequate response to the Authority's report from the Supplier, the Authority (acting reasonably) may withhold a Test Certificate (and consequently delay the grant of a Milestone Achievement Certificate) until the issues in the report have been addressed to the reasonable satisfaction of the Authority.

## **12 OUTCOME OF TESTING**

- 12.1 The Authority shall issue a Test Certificate as soon as reasonably practicable, but in any event within 10 Working Days, when the Deliverables satisfy the Test Exit Criteria in respect of that Test without any Test Issues.

- 12.2 If the Deliverables (or any relevant part) do not satisfy the Test Exit Criteria then the Authority shall notify the Supplier and:

- (a) the Authority may issue a Test Certificate conditional upon the remediation of the Test Issues;
- (b) where the Parties agree that there is sufficient time prior to the relevant Milestone Date, the Authority may extend the Test Plan by such reasonable period or periods as the Parties may reasonably agree and require the Supplier to rectify the cause of the Test Issue and re-submit the Deliverables (or the relevant part) to Testing; or
- (c) where the failure to satisfy the Test Exit Criteria results, or is likely to result, in the failure (in whole or in part) by the Supplier to meet a Milestone, then without prejudice to the Authority's other rights and remedies, such failure shall constitute a Notifiable Default for the purposes of Clause 25.1 (*Rectification Plan Process*).

- 12.3 The Authority shall be entitled, without prejudice to any other rights and remedies that it has under this Contract, to recover from the Supplier any reasonable additional costs it may incur as a direct result of further review or re-Testing which is required for the Test Exit Criteria for that Deliverable to be satisfied.

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**13 ISSUE OF MILESTONE ACHIEVEMENT CERTIFICATE**

- 13.1 The Authority shall issue a Milestone Achievement Certificate in respect of a given Milestone as soon as is reasonably practicable following:
- (a) the issuing by the Authority of Test Certificates and/or conditional Test Certificates in respect of all Deliverables related to that Milestone which are due to be Tested; and
  - (b) performance by the Supplier to the reasonable satisfaction of the Authority of any other tasks identified in the Implementation Plan as associated with that Milestone (which may include the submission of a Deliverable that is not due to be Tested, such as the production of Documentation).
- 13.2 The grant of a Milestone Achievement Certificate shall entitle the Supplier to the receipt of a payment in respect of that Milestone in accordance with the provisions of Schedule 15 (Charges and Invoicing).
- 13.3 If a Milestone is not Achieved, the Authority shall promptly issue a report to the Supplier setting out:
- (a) the applicable Test Issues; and
  - (b) any other reasons for the relevant Milestone not being Achieved.
- 13.4 If there are Test Issues but these do not exceed the Test Issues Threshold, then provided there are no Material Test Issues, the Authority shall issue a Milestone Achievement Certificate.
- 13.5 Without prejudice to the Authority's other remedies the following shall constitute a Notifiable Default for the purposes of Clause 25.1 (*Rectification Plan Process*) and the Authority shall refuse to issue a Milestone Achievement Certificate where:
- (a) there is one or more Material Test Issue(s); or
  - (b) the information required under Schedule 24 (Reports and Records Provisions) (Annex 3: Records To Upload To Virtual Library) has not been uploaded to the Virtual Library in accordance with Paragraph 3 of that Schedule.
- 13.6 If there are Test Issues which exceed the Test Issues Threshold but there are no Material Test Issues, the Authority may at its discretion (without waiving any rights in relation to the other options) choose to issue a Milestone Achievement Certificate conditional on the remediation of the Test Issues in accordance with an agreed Rectification Plan provided that:

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- (a) any Rectification Plan shall be agreed before the issue of a conditional Milestone Achievement Certificate unless the Authority agrees otherwise (in which case the Supplier shall submit a Rectification Plan for approval by the Authority within 10 Working Days of receipt of the Authority's report pursuant to Paragraph 13.3); and
- (b) where the Authority issues a conditional Milestone Achievement Certificate, it may (but shall not be obliged to) revise the failed Milestone Date and any subsequent Milestone Date.

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## ANNEX 1: TEST ISSUES – SEVERITY LEVELS

- 1      Severity Level 1 Test Issue:** a Test Issue that causes non-recoverable conditions, e.g. it is not possible to continue using a Component, a Component crashes, there is database or file corruption, or data loss;
- 2      Severity Level 2 Test Issue:** a Test Issue for which, as reasonably determined by the Authority, there is no practicable workaround available, and which:
  - 2.1      causes a Component to become unusable.
  - 2.2      causes a lack of functionality, or unexpected functionality, that has an impact on the current Test; or
  - 2.3      has an adverse impact on any other Component(s) or any other area of the Services.
- 3      Severity Level 3 Test Issue:** a Test Issue which:
  - 3.1      causes a Component to become unusable;
  - 3.2      causes a lack of functionality, or unexpected functionality, but which does not impact on the current Test; or
  - 3.3      has an impact on any other Component(s) or any other area of the Services; but for which, as reasonably determined by the Authority, there is a practicable workaround available;
- 4      Severity Level 4 Test Issue:** a Test Issue which causes incorrect functionality of a Component or process, but for which there is a simple, Component based, workaround, and which has no impact on the current Test, or other areas of the Services; and
- 5      Severity Level 5 Test Issue:** a Test Issue that causes a minor problem, for which no workaround is required, and which has no impact on the current Test, or other areas of the Services

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**ANNEX 2: TEST CERTIFICATE**

To: **[NAME OF SUPPLIER]**

FROM: **[NAME OF AUTHORITY]**

**[Date]**

Dear Sirs,

**TEST CERTIFICATE**

Deliverables: **[insert description of Deliverables]**

We refer to the agreement (the “**Contract**”) relating to the provision of the Services between the **[name of Authority]** (the “**Authority**”) and **[name of Supplier]** (the “**Supplier**”) dated **[date]**.

Capitalised terms used in this certificate have the meanings given to them in Schedule 1 (Definitions) or Schedule 14 (testing Procedures) of the Contract.

**[We confirm that the Deliverables listed above have been tested successfully in accordance with the Test Plan relevant to those Deliverables.]**

**OR**

**[This Test Certificate is issued pursuant to Paragraph 12.1 of Schedule 14 (Testing Procedures) of the Contract on the condition that any Test Issues are remedied in accordance with the Rectification Plan attached to this certificate.]\***

*\*delete as appropriate*

Yours faithfully

**[Name]**

**[Position]**

acting on behalf of **[name of Authority]**

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**ANNEX 3: MILESTONE ACHIEVEMENT CERTIFICATE**

To: **[NAME OF SUPPLIER]**

FROM: **[NAME OF AUTHORITY]**

**[Date]**

Dear Sirs,

**MILESTONE ACHIEVEMENT CERTIFICATE**

Milestone: **[insert description of Milestone]**

We refer to the agreement (the “**Contract**”) relating to the provision of the Services between the **[name of Authority]** (the “**Authority**”) and **[name of Supplier]** (the “**Supplier**”) dated **[date]**.

Capitalised terms used in this certificate have the meanings given to them in Schedule 1 (Definitions) or Schedule 14 (Testing Procedures) of the Contract.

**[We confirm that all the Deliverables relating to Milestone **[number]** have been tested successfully in accordance with the Test Plan relevant to this Milestone [or that a conditional Test Certificate has been issued in respect of those Deliverables that have not satisfied the relevant Test Exit Criteria.]]\***

**OR**

**[This Milestone Achievement Certificate is granted pursuant to Paragraph 13.1 of Schedule 14 (Testing Procedures) of the Contract on the condition that any Test Issues are remedied in accordance with the Rectification Plan attached to this certificate.]]\***

**[You may now issue an invoice in respect of the Milestone Payment associated with this Milestone in accordance with the provisions of Schedule 15 (Charges and Invoicing)]\***

*\*delete as appropriate*

Yours faithfully

**[Name]**

**[Position]**

acting on behalf of **[Authority]**



## ANNEX 4: TEST SUCCESS CRITERIA

**[Drafting Note: Tests relating to ATP or CPP Milestone's to be agreed between the Authority and the successful Tenderer and entered below]**

### 1 Tests to be Achieved in order to Achieve the ATP Milestone

Test	Pre-conditions*	Test Success Criteria
<b>[List all Tests relating to ATP Milestone]</b>		

**\* Note:** The Pre-Conditions are that e.g. the Success Criteria for the previous Tests must be satisfied before the ATP Milestone tests are commenced

### 2 Tests to be Achieved in order to Achieve a CPP Milestone

CPP Milestone Charge No.	Test	Test Success Criteria
	<b>[List all Tests relating to CPP Milestone Charge No.]</b>	

## ANNEX 5: TEST EXIT CRITERIA

- A. Test Exit Criteria are to be defined and agreed within the Test Plan. Unless agreed otherwise, the general Testing Exit Criteria required to be achieved to enable the Certificate to be issued are:
- A.1 the execution of all Test Scenarios or Test Scripts or Test Cases;
  - A.2 all failed tests (which are those not successfully retested), or non-executed Test Scripts or Test Cases have been reviewed and accepted by the Authority;
  - A.3 all outstanding defects have been reviewed and action plans for mitigation has been agreed by the Authority;
  - A.4 no outstanding defects exist with Severity 1 or Severity 2 classifications;
  - A.5 no more than three (3) aggregated Severity 3 and 4 defects clustered in the same functionality group, unless otherwise agreed by the Authority pending full resolution by the Supplier;
  - A.6 no more than eight (8) aggregated Severity 3 and Severity 4 defects in all areas, unless reviewed and agreed by the Authority pending full resolution by the Supplier;
  - A.7 all current Test risks and issues are acknowledged by and are acceptable to the Authority;
  - A.8 a Test Completion Report has been produced and accepted by the Future Shared Services Programme Board;
  - A.9 all Test products are held under configuration management; and
  - A.10 all carry-forward Test and Defect failures are handed over and accepted by the next Test phase owners.

## ANNEX 6: SUPPLIER COMMITMENTS

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

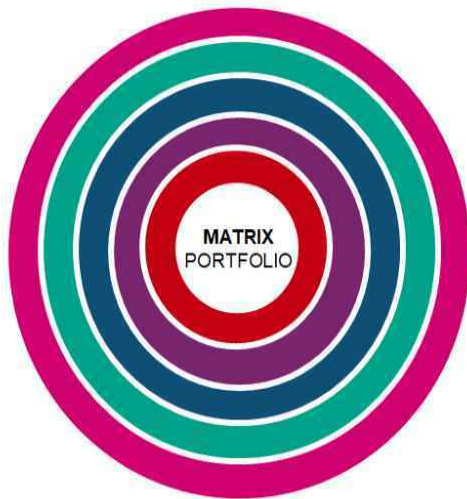
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## ANNEX 7: TEST STRATEGY

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## Matrix Programme Top Level Test Strategy



## Contents

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1. Overview
i. Purpose and Background
2. Test Phases Overview
i. Overview of test Phases
ii. Test Phases
iii. Test Cycles
3. Test Cycle Ownership
4. Risks



## Overview

### Purpose and Background

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The Matrix Portfolio programme has been commissioned to deliver a transformed shared service that is efficient in end-to-end processes and enhances user experience. Towards this, the project has created a conceptual view of the to be architecture landscape, illustrating systems and services that need to be integrated with each other.

The purpose of this product is to define the top level test strategy for Matrix Portfolio programme. This top level test strategy seeks to describe how testing of the new shared service solution might be validated as operating as required and designed. Several further programme documents are planned to establish the exact detail, plans, testing requirements and tooling to successfully deliver the Matrix Portfolio solution.

This document will be used in the Procure Phase; particularly the Invitation To Tender to help articulate the current thinking around the testing approach, phases and mechanics to help Implementation Partners shape their responses in this area. The next level of detail will be in the test strategy document which will be delivered at the end of the Procure Phase

As part of the work to deliver a shared service with a new end to end ERP solution, various stages of testing will be required to prove the delivered solution is fit for purpose.

As part of further work detailed test plans, scripts, reporting, defect tracking, resolution delivery and sign off criteria will need to be developed. This document will articulate the approach to be taken to enable the detailed elaboration in due course.

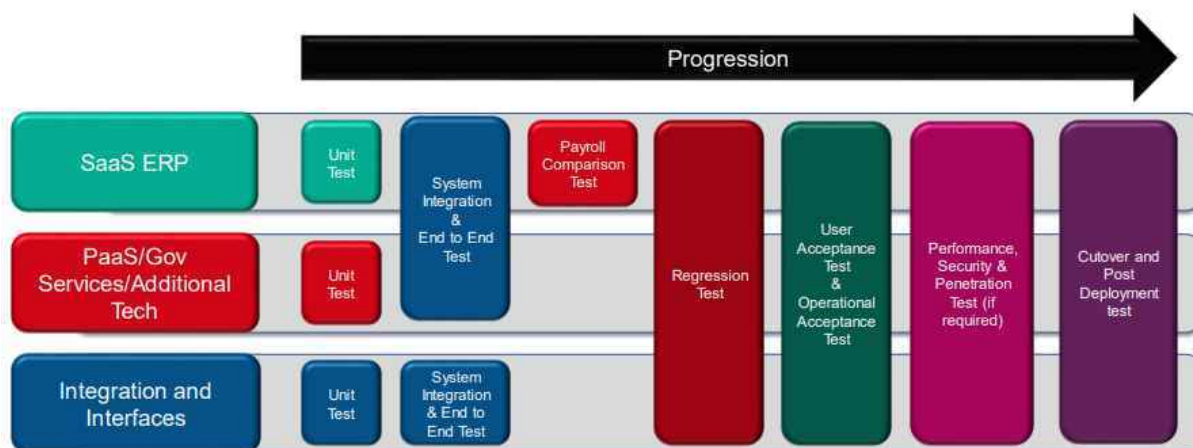
Data Migration execution and testing is contained in the Data Migration strategy and process. In addition data reconciliation is an inherent part of PCT and UAT testing.



## Test Phases Overview

### Overview of required Test Phases

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## Test Phases Definition

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- **Unit Test**
  - The controlled testing of an individual component, area of functionality, specific configuration or reports that establishes an expected outcome is achieved as per requirements.
- **System Integration & End to End Test**
  - End to end processes are tested to ensure that individual functional and technical components work together in harmony. Includes interfaces, integrations, business processes and manual hand offs
- **Payroll Comparison Test**
  - Testing specific to the Payroll configuration and build in which a comparison between results from the new solution are compared against the corresponding calculation in the legacy system. Comparison is made by employee at both overall net pay value as well as individual pay, allowances and deductions. Reconciliation of migrated data for payroll purposes is an objective of this test phase as well as at least 2 cycles to prove the payroll correctly builds balances and handles retrospective changes.
- **Regression Test**
  - When adding additional functionality to the exist live solution a phase of regression testing will be required to ensure no negative impact.
- **User Acceptance Test**
  - The key testing stage for users to ensure the proposed solution meets user requirements. Acts as the sign off by business users for the new solution and data migrated from legacy to new solution.
- **Performance, Security and Penetration Test**
  - Performance testing will ensure the execution of system functionality and load balancing of user volumes is to a pre-defined acceptable criteria
  - Security and Penetration testing will be carried out by an independent.
- **Cutover and Post Deployment Test/Operational Acceptance Test**
  - The final sanity check of key functionality in the new system during the cut over phase.



## Test Cycle

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Test cycle is a sequence of specific actions performed during the each test phase to ensure that the solution quality objectives are met. Each test phase will undergo its own test cycle comprising of

1. **Approach to test**  
Strategy for the test phase is defined and agreed between all stakeholders for the test phase
2. **Creation of test scripts**  
For each phase of testing an appropriate set of test cases or scripts will be produced by the testing responsible party. These test cases should be linked to a relevant requirement from the programmes requirement traceability matrix.
3. **Test execution plan**  
A test execution plan will be required for each phase of testing. As a minimum, test execution plan will include relevant test script, detailed procedure for test execution, test timetable, methods for reviewing results, resource availability plan, defect management and re-test schedule.
4. **Entry Criteria and gate**  
Each phase of testing should have an associated set of entry criteria established to ensure the proposed solution is ready to be tested in the manner associated with the phase in question. These criteria will be agreed by the Matrix Program and SI Partner in the test strategy
5. **Test Execution**
6. **Recording Test outcomes**  
Matrix program and SI Partner shall agree how and where the outcome of the executed test is recorded for tracking, reporting and evidencing purposes





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## Test Cycle

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### 7. Defect recording and resolution

Matrix program and SI Partner shall agree how and where a defect arising from a failed test case or script is recorded for tracking, reporting and evidencing purposes. A shared database or repository accessible by the Program team, SI Partner and any other testing participant (3rd Party technology vendors) should be agreed and made available for recording and tracking purposes. Once a defect has been raised it will require resolution through a fix to the proposed solution, an explanation or the implementation of a workaround. Acceptance of the resolution of a defect including any re-test will be the responsibility of the party who raised the defect.

### 8. Execution tracking and reporting

At each testing phase it is anticipated that a suite of reporting with dashboard functionality should be made available for the purpose of tracking and monitoring test execution, defects, resolution and re-tests.

### 9. Exit criteria and gate

Each phase of testing should have an associated set of exit criteria established to ensure the proposed solution has been adequately tested in the manner associated with the phase in question. These criteria will be agreed by the Matrix program and SI Partner in the test strategy.

### 10. Completion Sign Off



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## Testing Software and Tooling

- An appropriate testing tool will be sought in collaboration with the system implementer for the management of
  - Test scripts
  - Execution tracking
  - Defect logging
  - Resolution
- The possibility for automated testing routines for regression purposes and ongoing update assessments will be considered



## Test Phase and Responsibilities

### Test Cycle Ownership (i)

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- See Matrix Programme RACI





## **Schedule 15**

### **Charges and Invoicing**

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**DEFINITIONS**

In this Schedule, the following definitions shall apply:

- “Costs”** the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Services:
- (a) the cost to the Supplier or the Key Sub-contractor (as the context requires), calculated per Work Day, of engaging the Supplier Personnel, including:
    - (i) base salary paid to the Supplier Personnel;
    - (ii) employer’s national insurance contributions;
    - (iii) Employer Pension Contributions;
    - (iv) car allowances;
    - (v) any other contractual employment benefits;
    - (vi) staff training;
    - (vii) work place accommodation;
    - (viii) work place IT equipment and tools reasonably necessary to perform the Services (but not including items included within limb (b) below); and
    - (ix) reasonable recruitment costs, as agreed with the Authority;
  - (b) costs incurred in respect of those Assets which are detailed on the Registers and which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Assets by the Supplier to the Authority or (to the extent that risk and title in any Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Assets;
  - (c) operational costs which are not included within (a) or (b) above, to the extent that such costs are

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necessary and properly incurred by the Supplier in the delivery of the Services;

- (d) Forecast Contingency Costs;
- (e) Reimbursable Expenses to the extent these are incurred in delivering any Services where the Charges for those Services are to be calculated on a Fixed Price pricing mechanism;

but excluding:

- (i) Overhead;
- (ii) financing or similar costs;
- (iii) maintenance and support costs to the extent that these relate to maintenance and/or support services provided beyond the Term, whether in relation to Assets or otherwise;
- (iv) taxation;
- (v) fines and penalties;
- (vi) amounts payable under Schedule 17 (Benchmarking); and
- (vii) non-cash items (including depreciation, amortisation, impairments and movements in provisions);

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**Delay Payment Rate”** has the meaning given in Paragraph 1.1(a) of Part C;

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<b>“European Standard”</b>		in relation to an electronic invoice means the European standard and any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870.
<b>“Key Milestones”</b>		as defined in Schedule 13;
<b>“Indexation” “Index”</b>	<b>and</b>	the adjustment of an amount or sum in accordance with Paragraph 5 of Part C;
<b>“Milestone Retention”</b>		has the meaning given in Paragraph 1.2 of Part B;
<b>“Reimbursable Expenses”</b>		<p>reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Authority's expenses policy current from time to time, but not including:</p> <ul style="list-style-type: none"><li>(a) travel expenses incurred as a result of Supplier Personnel travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Authority otherwise agrees in advance in writing; and</li><li>(b) subsistence expenses incurred by Supplier Personnel whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;</li></ul>
<b>“Supporting Documentation”</b>		sufficient information in writing to enable the Authority reasonably to assess whether the Charges, Reimbursable Expenses and other sums due from the Authority detailed in the information are properly payable, including copies of any applicable Milestone Achievement Certificates or receipts;
<b>“Verification Period”</b>		in relation to an Allowable Assumption, the period from (and including) the Effective Date to (and including) the date at which the relevant Allowable Assumption expires, as set out against the relevant Allowable Assumption in column 11 in the table in Annex 5;

## PART A: PRICING

### 1 APPLICABLE PRICING MECHANISM

- 1.1 Milestone Payments and Service Charges shall be calculated using the pricing mechanism, prices and rates specified in Annex 2 subject to changes in Annex 3 as more particularly set out in this Schedule, all of which shall be subject to the agreed Mandatory Commercial Principles set out at the beginning of Annex 1.
- 1.2 Table 1 of Annex 2 sets out which pricing mechanism shall be used to calculate each Milestone Payment, which shall be one or more of the following:
- (a) **“Fixed Price”**, in which case the provisions of Paragraph 2 shall apply; or
  - (b) **“Time and Materials”**, in which case the provisions of Paragraph 3 shall apply.
- 1.3 Tables 2 and 3 of Annex 2 set out which pricing mechanism shall be used to calculate each Service Charge, which shall be one or more of the following:
- (a) **“Time and Materials”**, in which case the provisions of Paragraph 3 shall apply;
  - (b) **“Volume Based”** pricing, in which case the provisions of Paragraph 4 shall apply; or
  - (c) **“Fixed Price”** in which case the provisions of Paragraph 2 shall apply.

### 2 FIXED PRICE MILESTONE PAYMENTS OR SERVICE CHARGES

- 2.1 Where Table 1 of Annex 2 indicates that a Milestone Payment or Service Charge is to be calculated by reference to a Fixed Price pricing mechanism, the relevant Charge shall be the amount set out against that Charge in Table 1 of Annex 1 (subject to the optionality relating to Phase 2).
- 2.2 Charges calculated by reference to a Fixed Price pricing mechanism shall be subject to increase by way of Indexation except for pricing in the first 3 years and/or any pricing relating to the Services.

### 3 TIME AND MATERIALS MILESTONE PAYMENTS OR SERVICE CHARGES

- 3.1 Where future services are out of scope of the Fixed Price elements and agreed via the Change Control Procedure to be calculated by reference to a Time and Materials pricing mechanism:
- (a) the day rates set out in Table 2 of Annex 1 shall be used to calculate the relevant Charges, provided that the Supplier (or its Sub-contractor) shall:

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- (i) not be entitled to include any uplift for risks or contingencies within its day rates;
  - (ii) not be paid any Charges to the extent that they would otherwise exceed the cap specified against the relevant Charge in Table 4 of Annex 1 unless the Supplier has obtained the Authority's prior written consent. The Supplier shall monitor the amount of each Charge incurred in relation to the relevant cap and notify the Authority immediately in the event of any risk that the cap may be exceeded and the Authority shall instruct the Supplier on how to proceed;
  - (iii) unless otherwise agreed by the Authority in relation to the relevant Milestone Payment or Service Charge (as the case may be), not be paid any Charges to the extent that they would otherwise exceed the amount calculated by multiplying:
    - (A) the total number of days expended by the Supplier in relation to the relevant Milestone; or
    - (B) the total number of days expended by the Supplier during the relevant Service Period in relation to the relevant Service;and
  - (iv) only be entitled to be paid Charges that have been properly and reasonably incurred, taking into account the Supplier's obligation to deliver the Services in a proportionate and efficient manner; and
- (b) the Supplier shall keep records of hours properly worked by Supplier Personnel (in the form of timesheets) and expenses incurred and submit a summary of the relevant records with each invoice. If the Authority requests copies of such records, the Supplier shall make them available to the Authority within 10 Working Days of the Authority's request.
- 3.2 The Supplier shall be entitled to Index the rates set out in Table 2 of Annex 1 in accordance with Paragraph 5 of Part C, but any caps set out in Table 4 of Annex 1 shall not be subject to Indexation and any pricing in the first 3 years and/or any pricing relating to the Core Build Services shall not be subject to Indexation.
- 4 VOLUME BASED SERVICE CHARGES**
- 4.1 Where Table 3 of Annex 2 indicates that a Service Charge is to be calculated by reference to a Volume Based pricing mechanism, the relevant Charges shall be calculated on the basis of the costs set out against that Service Charge.
- 5 REIMBURSABLE EXPENSES**

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- 5.1 Except as otherwise agreed by the Parties, the Charges shall include all costs and expenses relating to the Deliverables, the Services and/or the Supplier's performance of its obligations under this Contract and no further amounts shall be payable by the Authority to the Supplier in respect of such performance, including in respect of matters such as
- (a) any incidental expenses that the Supplier incurs, including travel, subsistence and lodging, document and report reproduction, shipping, desktop and office equipment costs required by the Supplier Personnel, including network or data interchange costs or other telecommunications charges; or
  - (b) any amount for any services provided or costs incurred by the Supplier prior to the Effective Date.



## PART B: CHARGING MECHANISMS

### 1 MILESTONE PAYMENTS

- 1.1 Subject to the provisions of Paragraph 1.3 of Part C in relation to the deduction of Delay Payments, on the Achievement of a Milestone the Supplier shall be entitled to invoice the Authority for the Milestone Payment associated with that Milestone less the applicable Milestone Retention in accordance with this Part B.

Each invoice relating to a Milestone Payment shall be supported by a Milestone Achievement Certificate.

- 1.2 The “**Milestone Retention**” for each Milestone shall be calculated as follows:

10% of the Charges for that Milestone and, in the case of a Key Milestone, prior to deduction from the Milestone Payment of any Delay Payment attributable to that Key Milestone and without taking account of any amount payable by the Supplier pursuant to Paragraph 1.3 of Part C.

### 2 Release of Milestone Retentions

- 2.1 On Achievement of a CPP Milestone relating to the end of each of Phase 1a, Phase 1b, and Phase 2, the Supplier shall be entitled to invoice the Authority for an amount equal to all Milestone Retentions that relate to Milestones identified in the relevant table within Table 1 (or, in relation to Milestone Retentions in respect of Optional Services, Table 4) of Annex 2, of this Schedule 15.

### 3 SERVICE CHARGES

- 3.1 Each Service to which a Service Charge relates shall commence on the Achievement of the Milestone set out against that Service in the “Service Charge Trigger Event” column of Table 2 of Annex 2.

- 3.2 Service Charges shall be invoiced by the Supplier for each Service Period in arrear in accordance with the requirements of Part E.

- 3.3 If a Service Charge is to be calculated by reference to a Fixed Price pricing mechanism and the relevant Service:

(a) commences on a day other than the first day of a month; and/or

(b) ends on a day other than the last day of a month,

the Service Charge for the relevant Service Period shall be pro-rated based on the proportion which the number of days in the month for which the Service is provided bears to the total number of days in that month.

- 3.4 Any Service Credits that accrue during a Service Period shall be deducted from the Service Charges payable for the next following Service Period. An invoice for a Service Charge shall not be payable by the Authority unless all

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adjustments (including Service Credits) relating to the Service Charges for the immediately preceding Service Period have been agreed.

**4 OPTIONAL SERVICES**

4.1 If the Authority gives notice pursuant to Clause 5.10 (Optional Services) that it requires the Supplier to provide any or all of the Optional Services:

- (a) the Milestone Payments (if any) for the relevant Optional Services shall be calculated by reference to the pricing mechanism for those Optional Services set out in Table 3 of Annex 2; and
- (b) the Service Charges for the relevant Optional Services shall be calculated by reference to the pricing mechanism for those Optional Services set out in Table 4 of Annex 2,

in both cases using the relevant rates and prices specified in Annex 1.

## PART C: ADJUSTMENTS TO THE CHARGES AND RISK REGISTER

### 1 DELAY PAYMENTS

- 1.1 If a Key Milestone has not been Achieved on or before the relevant Milestone Date (a "Delay"), the Supplier shall pay a Delay Payment to the Authority in respect of that Key Milestone. Delay Payments shall accrue:
- (a) at the daily rate (the "**Delay Payment Rate**") determined in accordance with Paragraph 1.2;
  - (b) from (but excluding) the relevant Milestone Date to (and including) the later of:
    - (i) the date on which the Key Milestone is Achieved; and
    - (ii) the expiry of the Delay Deduction Period;(this period being the "Actual Milestone Delay"); and
  - (c) on a daily basis, with any part day's Delay counting as a day.
- 1.2 Where a Delay Payment is payable in respect of a Key Milestone, the Delay Payment Rate shall be:
- (a) where the Supplier has given the Authority less than 3 months' prior notice of the Delay, the amount set out in column 4 of Table 1 of Annex 2 for the Key Milestone;
  - (b) where the Supplier has given the Authority between three (3) months' and six (6) months' prior notice of the Delay, the amount set out in column 5 of Table 1 of Annex 2 for the Key Milestone; or
  - (c) where the Supplier has given the Authority more than 6 months' prior notice of the Delay, the amount set out in column 6 of Table 1 of Annex 2 for the Key Milestone.
- 1.3 Where the Supplier serves a notice pursuant to Paragraph 1.2(b) or 1.2(c), and where a Delay has actually occurred, or where a Delay has occurred otherwise, the Supplier shall, within 5 Working Days of the date the Actual Milestone Delay having ended:
- (a) pay to the Authority in cleared funds on account of the relevant Delay Payment  
calculated at the applicable Delay Payment Rate; and
  - (b) issue a credit note to the Authority in respect of the relevant amount.
- 1.4 The Parties agree that Delay Payments calculated in accordance with the applicable Delay Payment Rates are in each case a genuine pre-estimate of the Losses which the Authority will incur as a result of any failure by the Supplier to Achieve the relevant Key Milestone by the Milestone Date. Delay Payment Rates are stated exclusive of VAT.

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- 1.5 The Delay Payment in respect of a Key Milestone (net of any payment made in respect of that Key Milestone pursuant to Paragraph 1.3) shall be shown as a deduction from the amount due from the Authority to the Supplier in the next invoice due to be issued by the Supplier after the date on which the relevant Key Milestone is Achieved or the expiry of the Delay Deduction Period (as the case may be). If the relevant Key Milestone is not Achieved by the expiry of the Delay Deduction Period and no invoice is due to be issued by the Supplier within 10 Working Days of expiry of the Delay Deduction Period, then the Supplier shall within 10 Working Days of expiry of the Delay Deduction Period:
- (a) issue a credit note to the Authority in respect of the total amount of the Delay Payment in respect of the Key Milestone (net of any payment made in respect of the Key Milestone pursuant to Paragraph 1.3); and
  - (b) pay to the Authority as a debt a sum equal to the total amount of the Delay Payment in respect of the Key Milestone together with interest on such amount at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from (and including) the due date up to (but excluding) the date of actual payment, whether before or after judgment.
- 1.6 For example a Delay to a Key milestone at a Daily Rate of £1000 and 10 days late from the Key Milestone would lead to a credit note to the authority of £10,000

**2 PAYMENTS FOR DELAYS DUE TO AUTHORITY CAUSE**

- 2.1 If the Supplier is entitled in accordance with Clause 29.1(iii)(D) (*Authority Cause*) to compensation for failure to Achieve a Milestone by its Milestone Date, then, subject always to Clause 23 (*Limitations on Liability*), such compensation shall be determined in accordance with the following principles:
- (a) the compensation shall reimburse the Supplier for additional Costs incurred by the Supplier that the Supplier:
    - (i) can demonstrate it has incurred solely and directly as a result of the Authority Cause; and
    - (ii) is, has been, or will be unable to mitigate, having complied with its obligations under Clause 29.1 (*Authority Cause*);
  - (b) the compensation shall not operate so as to put the Supplier in a better position than it would have been in but for the occurrence of the Authority Cause.
- 2.2 The Supplier shall provide the Authority with any information the Authority may require in order to assess the validity of the Supplier's claim to compensation.

**3 SERVICE CREDITS**

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3.1 Service Credits shall be calculated by reference to the number of Service Points accrued in any one Service Period pursuant to the provisions of Schedule 3 (Performance Levels).

3.2 For each Service Period:

- (a) the Service Points accrued shall be converted to a percentage deduction from the Service Charges for the relevant Service Period on the basis of one point equating to a **0.5%** deduction in the Service Charges; and
- (b) the total Service Credits applicable for the Service Period shall be calculated in accordance with the following formula:

$$SC = TSP \times x \times AC$$

where:

SC is the total Service Credits for the relevant Service Period;

TSP is the total Service Points that have accrued for the relevant Service Period;

X is **0.5%**; and

AC is the total Services Charges payable for the relevant Service Period (prior to deduction of applicable Service Credits).

3.3 The liability of the Supplier in respect of Service Credits shall be subject to Clause 23.4(c) (*Financial and other Limits*) provided that, for the avoidance of doubt, the operation of the Service Credit Cap shall not affect the continued accrual of Service Points in excess of such financial limit in accordance with the provisions of Schedule 3 (Performance Levels).

3.4 Service Credits are a reduction of the Service Charges payable in respect of the relevant Services to reflect the reduced value of the Services actually received and are stated exclusive of VAT.

3.5 Service Credits shall be shown as a deduction from the amount due from the Authority to the Supplier in the invoice for the Service Period immediately succeeding the Service Period to which they relate.

#### **4 CHANGES TO CHARGES**

4.1 Any Changes to the Charges shall be developed and agreed by the Parties in accordance with Schedule 22 (Change Control Procedure).

4.2 Notwithstanding Paragraph 4.1 (above), any Authority draw down from the Change Fund will be administered via the Fast-track Change procedure, save that in relation to this Paragraph 4.2, the constraints in (a) and (b) of Paragraph 8.2 in Schedule 22 shall not apply. Furthermore, if the Supplier identifies any

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potentially adverse impact of the proposed use of the Change Fund on the Services, the Parties shall work together in good faith to re-evaluate the appropriate use of the Change Funds in manner that is not disruptive to the Services, with the ultimate decision being made by the Authority taking reasonable account of the Supplier's advice; and

- 4.3 any Change Fund funding which is not drawn down within the relevant Contract Year shall be rolled forwards into the subsequent Contract Year. Any amounts rolled forwards will be cumulative (i.e. added to the same or next tier of annual investment funding made available). If at the end of the Term, the total Change Fund has not been consumed, the Parties, acting in good faith, will discuss its appropriate treatment.

**5 INDEXATION**

- 5.1 Any amounts or sums in this Contract which are expressed to be "subject to Indexation" shall be adjusted in accordance with the provisions of this Paragraph 5 to reflect the effects of inflation.

- 5.2 Where Indexation applies, the relevant adjustment shall be:

- (a) applied on the first day of the third April following the Effective Date and on the first day of April in each subsequent year (each such date an "**adjustment date**"); and
- (b) determined by multiplying the relevant amount or sum by the percentage increase or changes in the Information and Communications Services Index HQVC published by ONS for the 12 months ended on the 31 January immediately preceding the relevant adjustment date.

- 5.3 Except as set out in this Paragraph 5, neither the Charges nor any other costs, expenses, fees or charges shall be adjusted to take account of any inflation, change to exchange rate, change to interest rate or any other factor or element which might otherwise increase the cost to the Supplier or Sub-contractors of the performance of their obligations.

**6 ALLOWABLE ASSUMPTIONS**

- 6.1 The Supplier shall determine whether each Allowable Assumption is accurate within its Verification Period.
- 6.2 During each Verification Period, the Authority shall provide the Supplier with reasonable assistance and access to information within its possession or reasonable control and which the Authority deems is relevant to the Allowable Assumption being verified.
- 6.3 Within 10 Working Days of the end of each Verification Period, the Supplier shall provide the Authority with a written report setting out the results of the Supplier's verification activity for the relevant Allowable Assumption, including whether the Allowable Assumption is accurate or whether the Implementation Plan and/or the Contract Inception Report require adjustment.

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- 6.4 Each Allowable Assumption shall be deemed accurate unless adjusting for the relevant Allowable Assumption has an impact:
- (a) on the Financial Model greater than the associated trigger for invocation, as set out in column 9 of the table in Annex 3; or
  - (b) on the Implementation Plan which would require adjustment under the Change Control Procedure, as identified in column 3 of the table in Annex 3,
- in which case Paragraph 6.5 shall apply.
- 6.5 Where the Parties agree that an Allowable Assumption is not accurate and the Financial Model and/or Implementation Plan require adjusting:
- (a) the Supplier shall take all reasonable steps to mitigate the impact of the Allowable Assumption on the Financial Model and/or the Implementation Plan;
  - (b) the Supplier may (subject to Paragraph 6.5(c)) propose a Change to take account of the impact of the adjustment of the Allowable Assumption and such Change Request shall be considered in accordance with the Change Control Procedure; and
  - (c) where the Supplier proposes a Change to the Charges under Paragraph 6.5(b), the Change Request shall reflect the requirements of the table in Annex 3, including the requirement that any proposed adjustment to the Charges shall not exceed the maximum impact on the relevant Charges as specified in column 7 of the table in Annex 3.

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**PART D: NOT USED**



## **PART E: INVOICING AND PAYMENT TERMS**

### **1 SUPPLIER INVOICES**

- 1.1 The Authority shall accept for processing any electronic invoice that complies with the European Standard, provided that it is valid and undisputed.
- 1.2 If the Supplier proposes to submit for payment an invoice that does not comply with the European standard the Supplier shall:
- (a) comply with the requirements of the Authority's e-invoicing system;
  - (b) prepare and provide to the Authority for approval of the format a template invoice within 10 Working Days of the Effective Date which shall include, as a minimum the details set out in Paragraph 1.3 together with such other information as the Authority may reasonably require to assess whether the Charges that will be detailed therein are properly payable; and
  - (c) make such amendments as may be reasonably required by the Authority if the template invoice outlined in (b) is not approved by the Authority.
- 1.3 The Supplier shall ensure that each invoice is submitted in the correct format for the Authority's e-invoicing system, or that it contains the following information:
- (a) the date of the invoice;
  - (b) a unique invoice number;
  - (c) the Service Period or other period(s) to which the relevant Charge(s) relate;
  - (d) the correct reference for this Contract;
  - (e) the reference number of the purchase order to which it relates (if any);
  - (f) the dates between which the Services subject of each of the Charges detailed on the invoice were performed;
  - (g) a description of the Services;
  - (h) the pricing mechanism used to calculate the Charges;
  - (i) any payments due in respect of Achievement of a Milestone, including the Milestone Achievement Certificate number for each relevant Milestone;
  - (j) the total Charges gross and net of any applicable deductions and, separately, the amount of any Reimbursable Expenses properly chargeable to the Authority under the terms of this Contract, and,

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separately, any VAT or other sales tax payable in respect of each of the same;

- (k) details of any Service Credits or Delay Payments or similar deductions that shall apply to the Charges detailed on the invoice;
  - (l) reference to any reports required by the Authority in respect of the Services to which the Charges detailed on the invoice relate (or in the case of reports issued by the Supplier for validation by the Authority, then to any such reports as are validated by the Authority in respect of the Services);
  - (m) a contact name and telephone number of a responsible person in the Supplier's finance department in the event of administrative queries;
  - (n) the banking details for payment to the Supplier via electronic transfer of funds (i.e. name and address of bank, sort code, account name and number); and
  - (o) where the Services have been structured into separate Service lines, the information at (a) to (n) of this Paragraph 1.3 shall be broken down in each invoice per Service line.
- 1.4 The Supplier shall invoice the Authority in respect of Services in accordance with the requirements of Part B. The Supplier shall first submit to the Authority a draft invoice setting out the Charges payable. The Parties shall endeavour to agree the draft invoice within 5 Working Days of its receipt by the Authority, following which the Supplier shall be entitled to submit its invoice.
- 1.5 Each invoice shall at all times be accompanied by Supporting Documentation. Any assessment by the Authority as to what constitutes Supporting Documentation shall not be conclusive and the Supplier undertakes to provide to the Authority any other documentation reasonably required by the Authority from time to time to substantiate an invoice.
- 1.6 The Supplier shall submit all invoices and Supporting Documentation through the Authority's electronic system to [ap@uksbs.co.uk](mailto:ap@uksbs.co.uk) or if that is not possible to:
- Department for Science, Innovation & Technology  
C/O UK SBS  
Queensway House  
West Precinct  
Billingham TS23 2NF
- with a copy (again including any Supporting Documentation) to such other person and at such place as the Authority may notify to the Supplier from time to time.

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- 1.7 The Authority shall regard an invoice as valid only if it complies with the provisions of this Part E. Where any invoice does not conform to the Authority's requirements set out in this Part E, the Authority shall promptly return the disputed invoice to the Supplier and the Supplier shall promptly issue a replacement invoice which shall comply with such requirements.
- 1.8 If the Authority fails to consider and verify an invoice in accordance with Paragraphs 1.4 and 1.8, the invoice shall be regarded as valid and undisputed for the purpose of Paragraph 2.1 Payment in 30 days after twenty (20) Working Days has passed.

**2 PAYMENT TERMS**

- 2.1 Subject to the relevant provisions of this Schedule, the Authority shall make payment to the Supplier within thirty (30) days of verifying that the invoice is valid and undisputed.
- 2.2 Unless the Parties agree otherwise in writing, all Supplier invoices shall be paid in sterling by electronic transfer of funds to the bank account that the Supplier has specified on its invoice.

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**ANNEXES: INTRODUCTION**

**OVERVIEW OF PRICING FOR SI SUPPLIER SERVICES**

The data below relates to the System Integrator services, any information relating to the Software as a Service provider has been included for information only. To review the SaaS pricing detail please review SaaS Schedule 15.

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**ANNEX 1: MANDATORY COMMERCIAL PRINCIPLES**

Ref	'Mandatory' Commercial Principles	Authority Additional Information
1		N/A
2	All prices are to be contracted in GBP and not subject to exchange rate adjustments	the price is locked in and will not be adjusted for exchange rate fluctuations. This is to avoid any misunderstanding or unexpected costs to the Authority.
3		N/A
4	Tenderers will apply the highest level of discount to the RAP/ALBs to prevent any "first mover disadvantage" in relation to resourcing, license subscription and hosting costs.	The Authority does not expect the RAP departments to pay a higher price whilst going through implementation vs the departments who on board later on that would otherwise benefit from the leveraged volume discount.
5		N/A
6		N/A
7		N/A
8	Tenderer's Resource Costs presented in the Firm price must be no more than the master Resource Rate Card. Tenderers discounting pricing must be available to all in scope.	Tenderers are asked to complete a master resource rate card as part of the Commercial Response to this Procurement. The rates submitted are Fixed for 3 years and subject to indexation from year 4 onwards (in line with schedule 15 of the MSC). The discounted rates provided within this rate card must be applied to all other aspects of the project/programme. The discounted rate card and associated billable days will be used within the pricing scenarios as part of evaluation.
9	Tenderers should provide within the Commercial Response template all costs associated with providing appropriate resources to administer the contract for the duration of the contracts.	The Authority recognises that within a programme of this size and scale, there will be a requirement for a significant amount of time and effort to work in partnership with the Authority to deliver the programme on time and within budget. Therefore, this principle has been laid out to ensure that the ALL overhead costs are fully factored into Tenderer's bids (not just short term but equally recognising the longer term of the Contract)
10	The Authority has suggested 17 high level Contract Performance Point (CPP), no single CPP should be greater than 10% of the total bid price.	The Tenderer's pricing must be adequately "chunked" or phased to ensure a fair and equal distribution of funding and to protect allocation of funds in relation to successfully delivered (as signed off by the Authority) across the phases of the programme
11	Tenderers must not include any TUPE risk premium as part of their Commercial Response.	As per the clarification questions and negotiation sessions, the Authority does not anticipate that TUPE will be applicable.

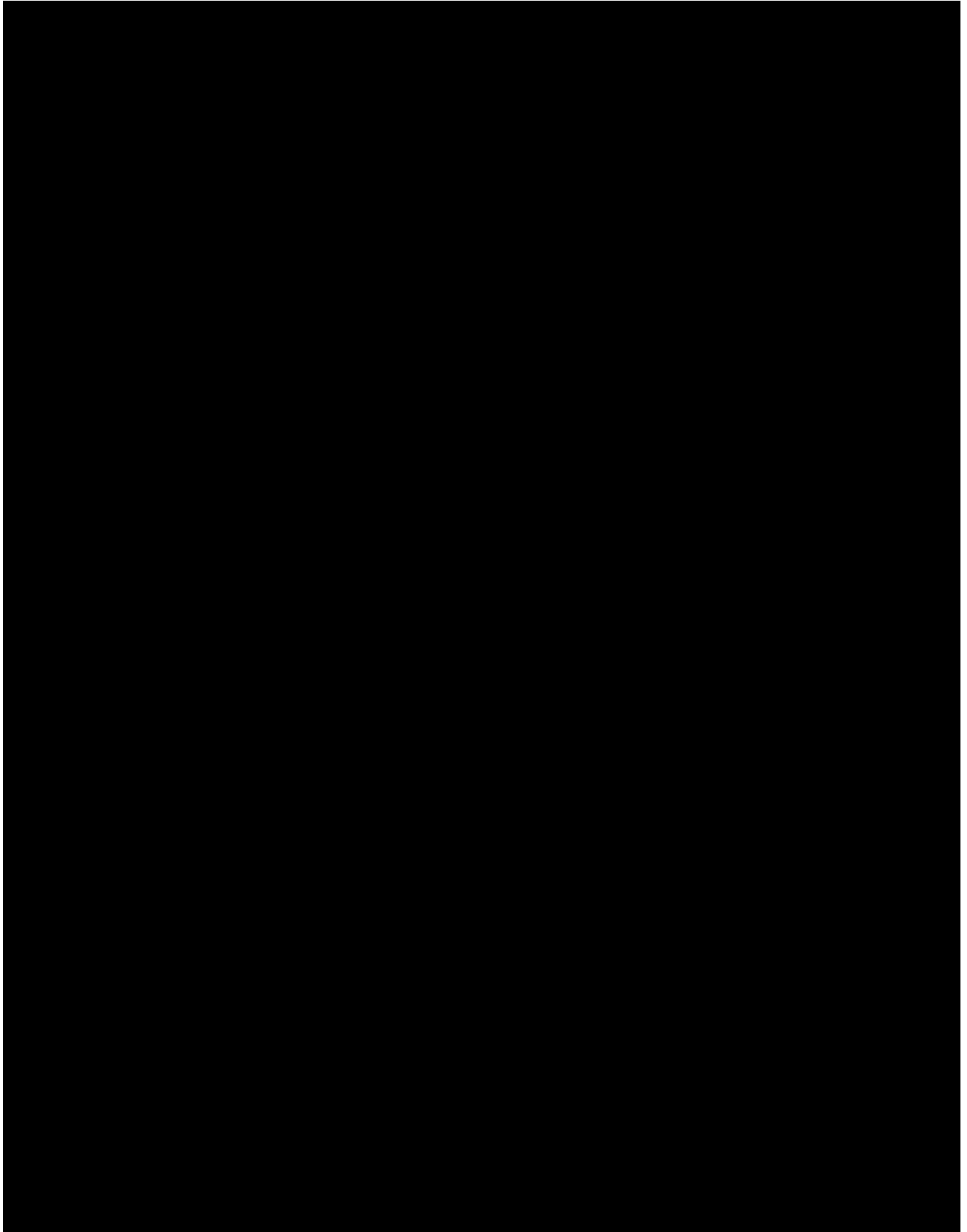
OFFICIAL  
**Matrix Programme**

Technology Solution and Systems Integration Services  
**Schedule 15 – Charges and Invoicing**

Ref	'Mandatory' Commercial Principles	Authority Additional Information
		Tenderers are however permitted to register an Allowable Assumption within the Pricing Response Table should the risk ever be realised.
12	Pricing submitted for any optional or T-shirt based pricing response must be based on the same rate card as submitted as part of the Firm pricing.	Tenderers must put forwards their best pricing available based on the SI Master Resource Rate card and SaaS Subscriptions&Discounts within the Commercial Response Template within each of the scenario based sheets and T shirt pricing scenario costing sheets. For more information on the various scenarios, please refer to the Commercial Response Template.
13	The pricing and resource profile provided must tie into the Outline Implementation Plan submitted in response to the ITSIT quality questions.	The Level of effort, indicative timelines and cost associated with delivery of the programme as part of the Outline Implementation Plan (OIP) must align to the costs as set out within the Commercial Response Template.

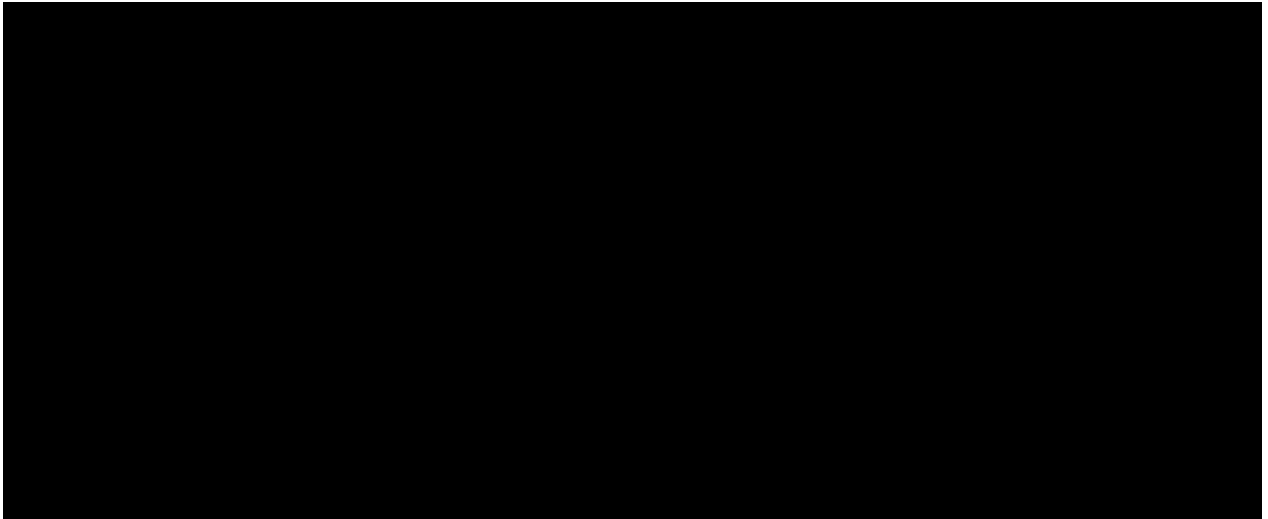
**ANNEX 2: PRICING MECHANISM**

**TABLE 1: FIXED PRICES**



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**Schedule 15 – Charges and Invoicing**



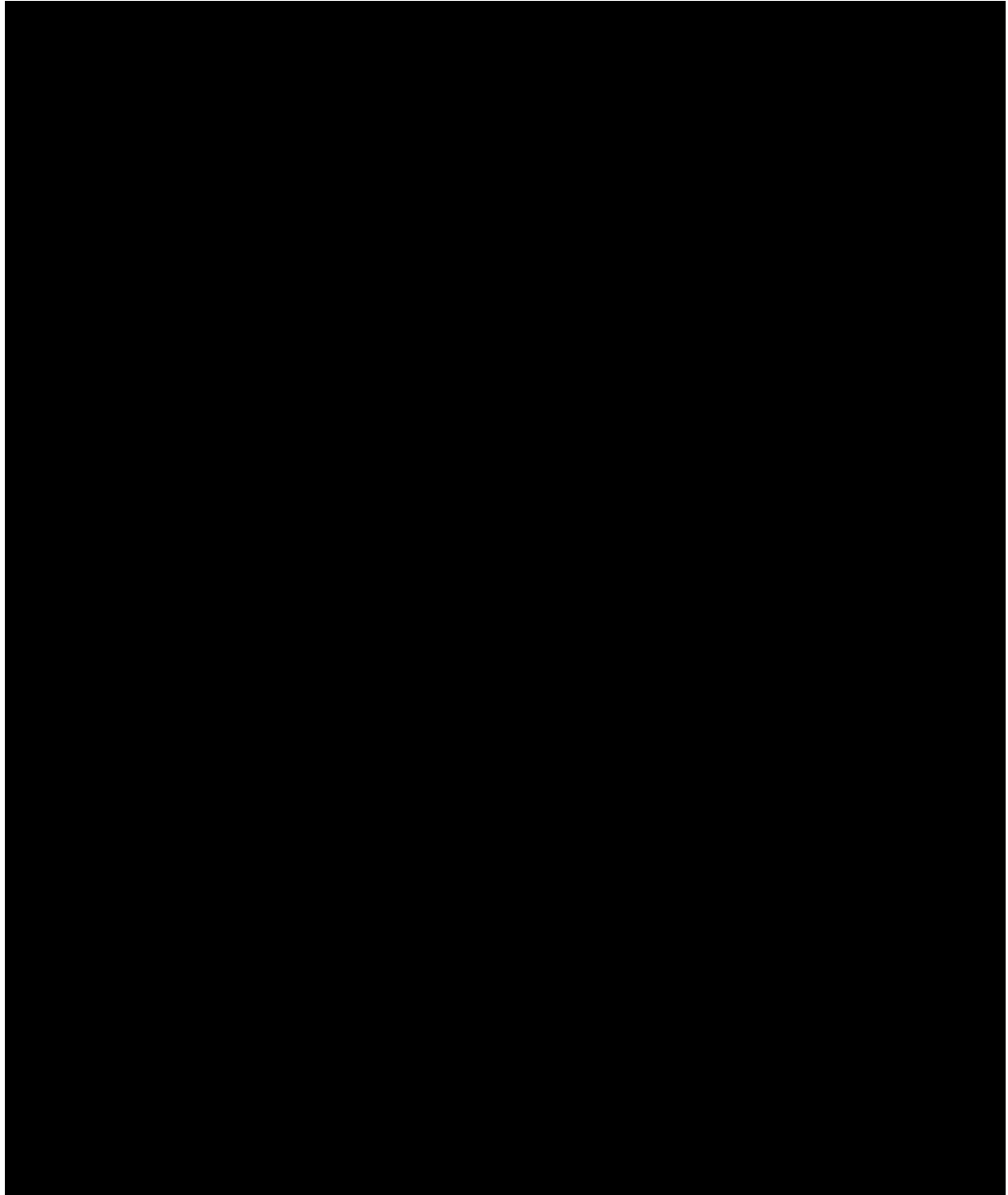


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**Matrix Programme**

Technology Solution and Systems Integration Services  
**Schedule 15 – Charges and Invoicing**

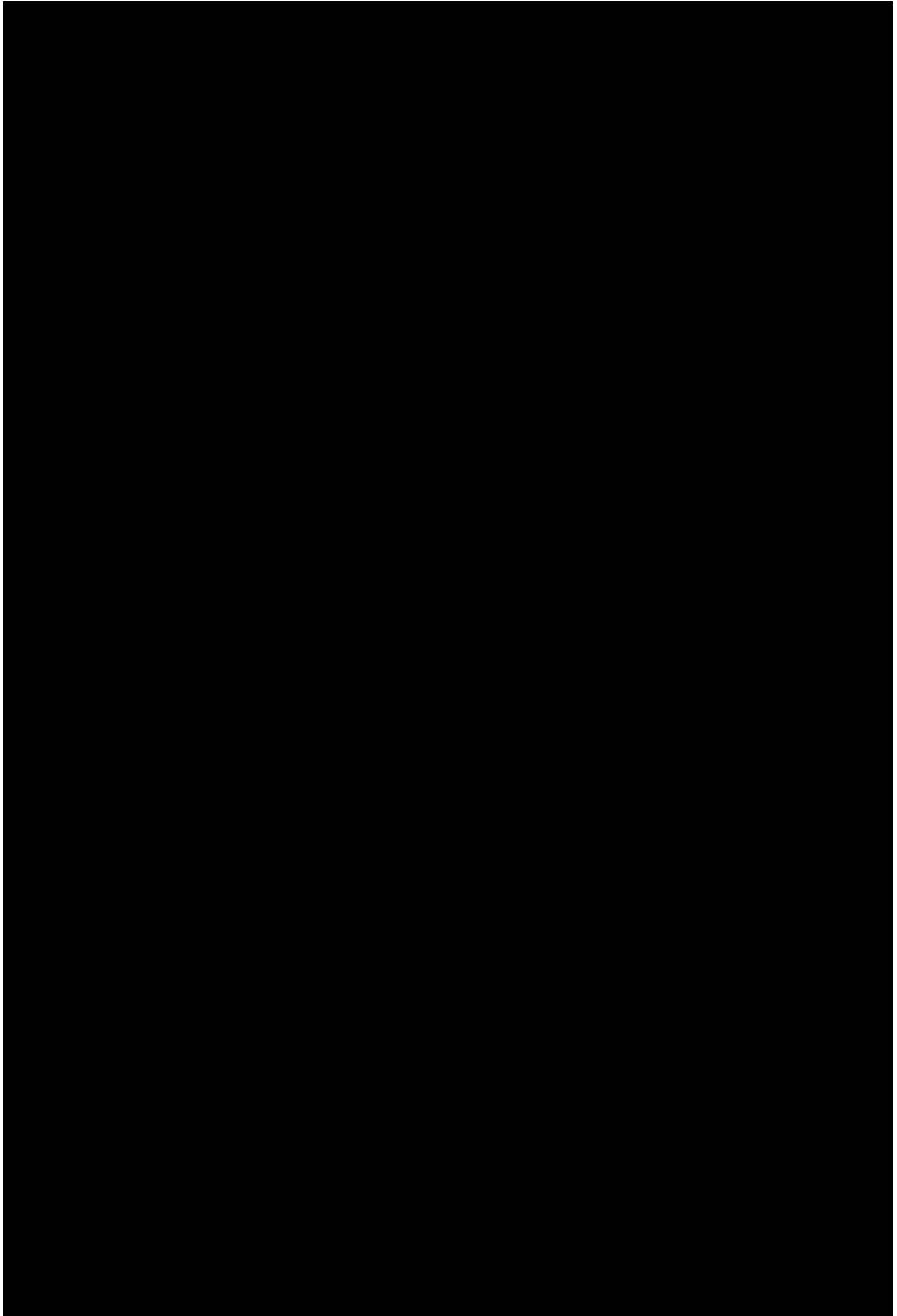
**TABLE 2: SUPPLIER PERSONNEL RATE CARD FOR CALCULATION OF  
TIME AND MATERIALS CHARGES (SUBJECT TO INDEXATION)**

The Resource Rate Card and associated discounts which will apply to all Services provided by the SI outside of the Fixed Price elements,



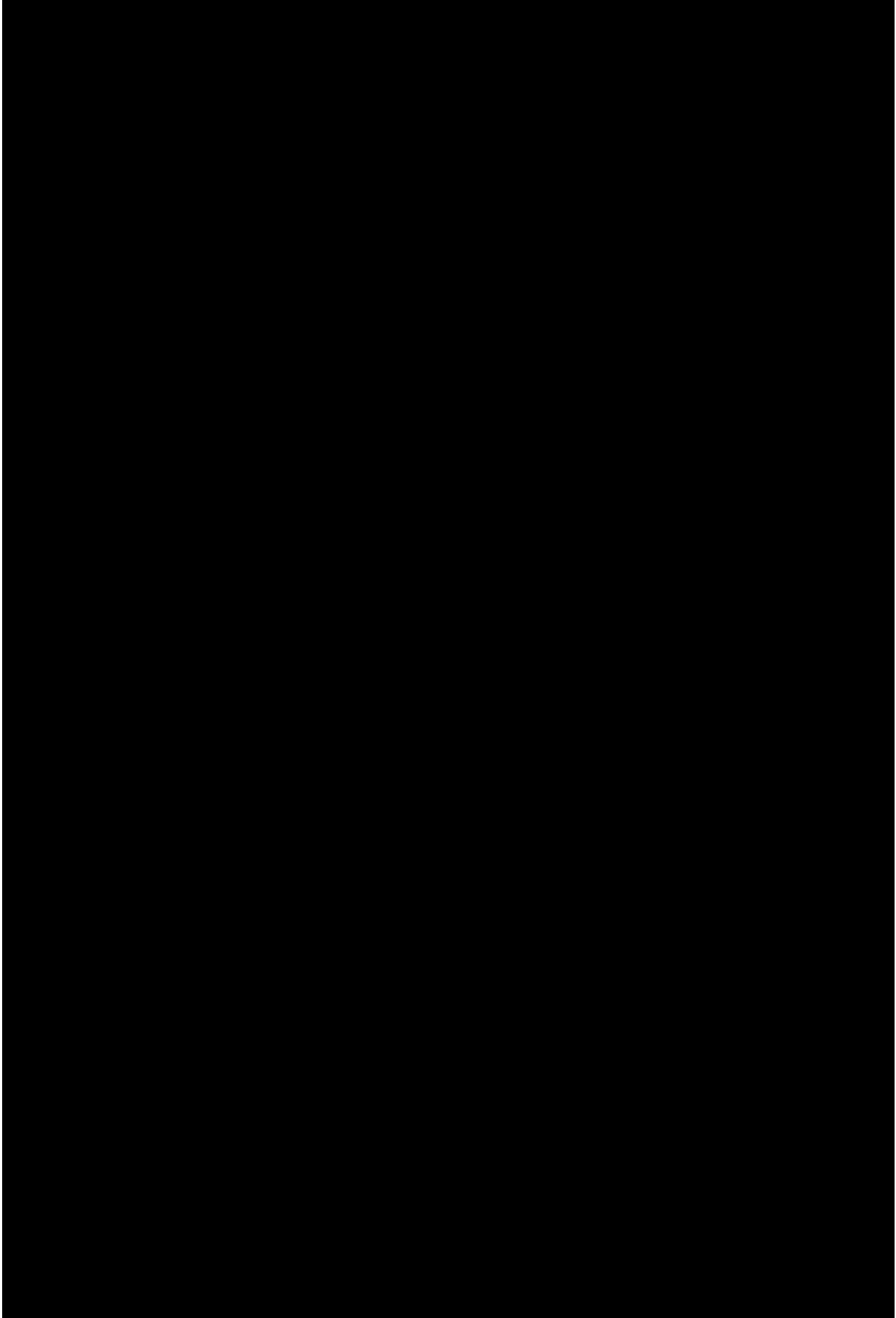
OFFICIAL  
**Matrix Programme**

Technology Solution and Systems Integration Services  
**Schedule 15 – Charges and Invoicing**



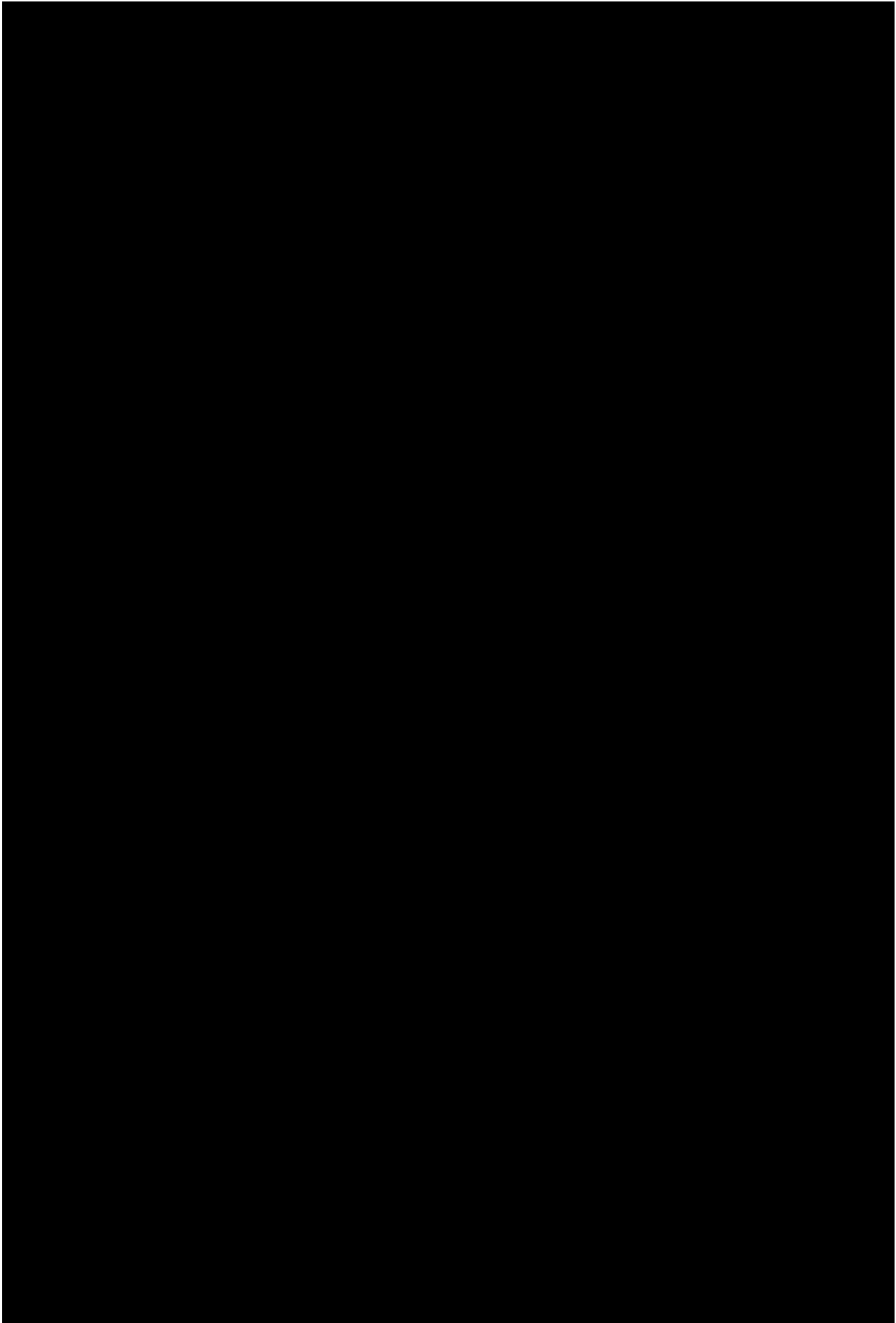
OFFICIAL  
**Matrix Programme**

Technology Solution and Systems Integration Services  
**Schedule 15 – Charges and Invoicing**



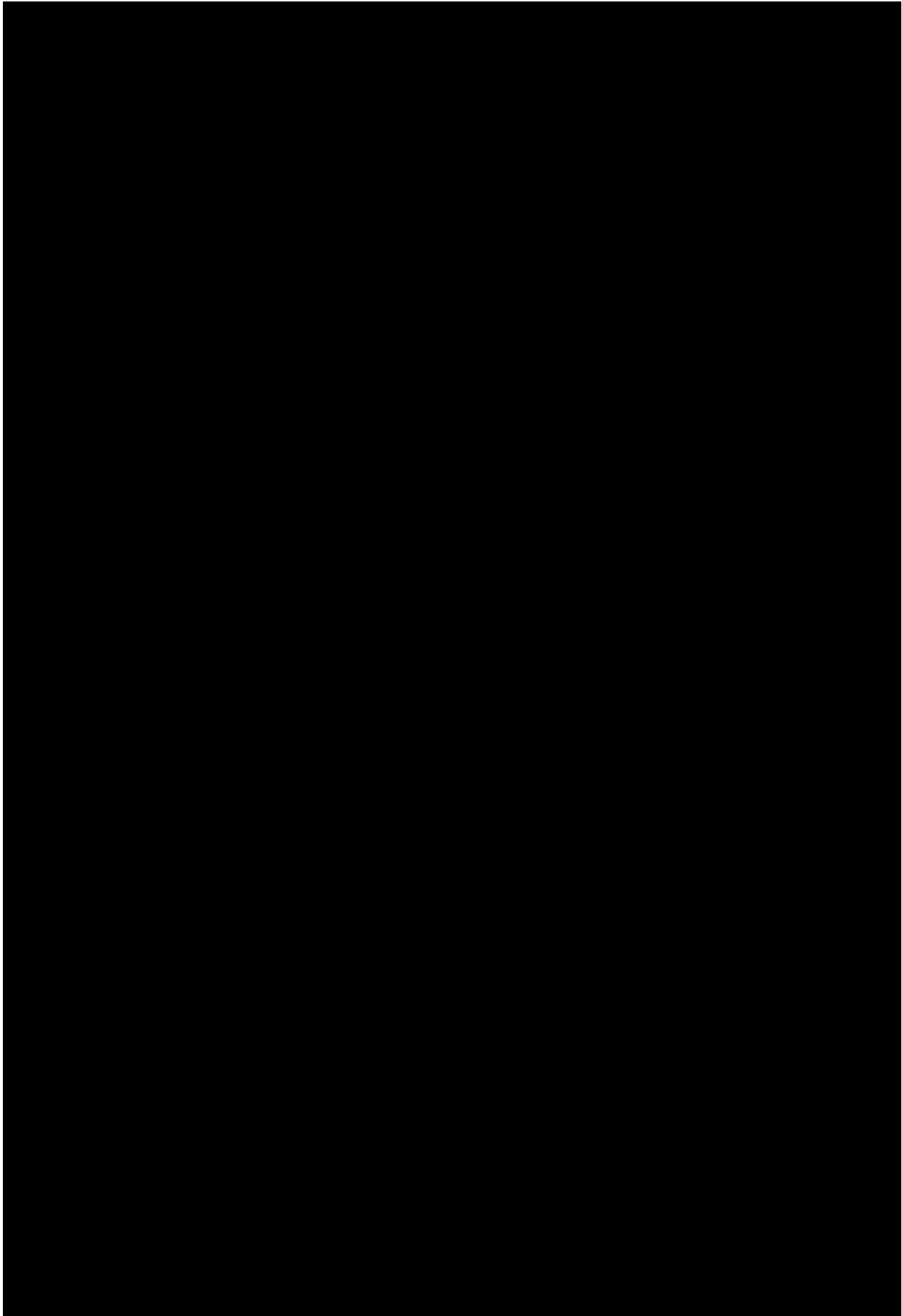
OFFICIAL  
**Matrix Programme**

Technology Solution and Systems Integration Services  
**Schedule 15 – Charges and Invoicing**



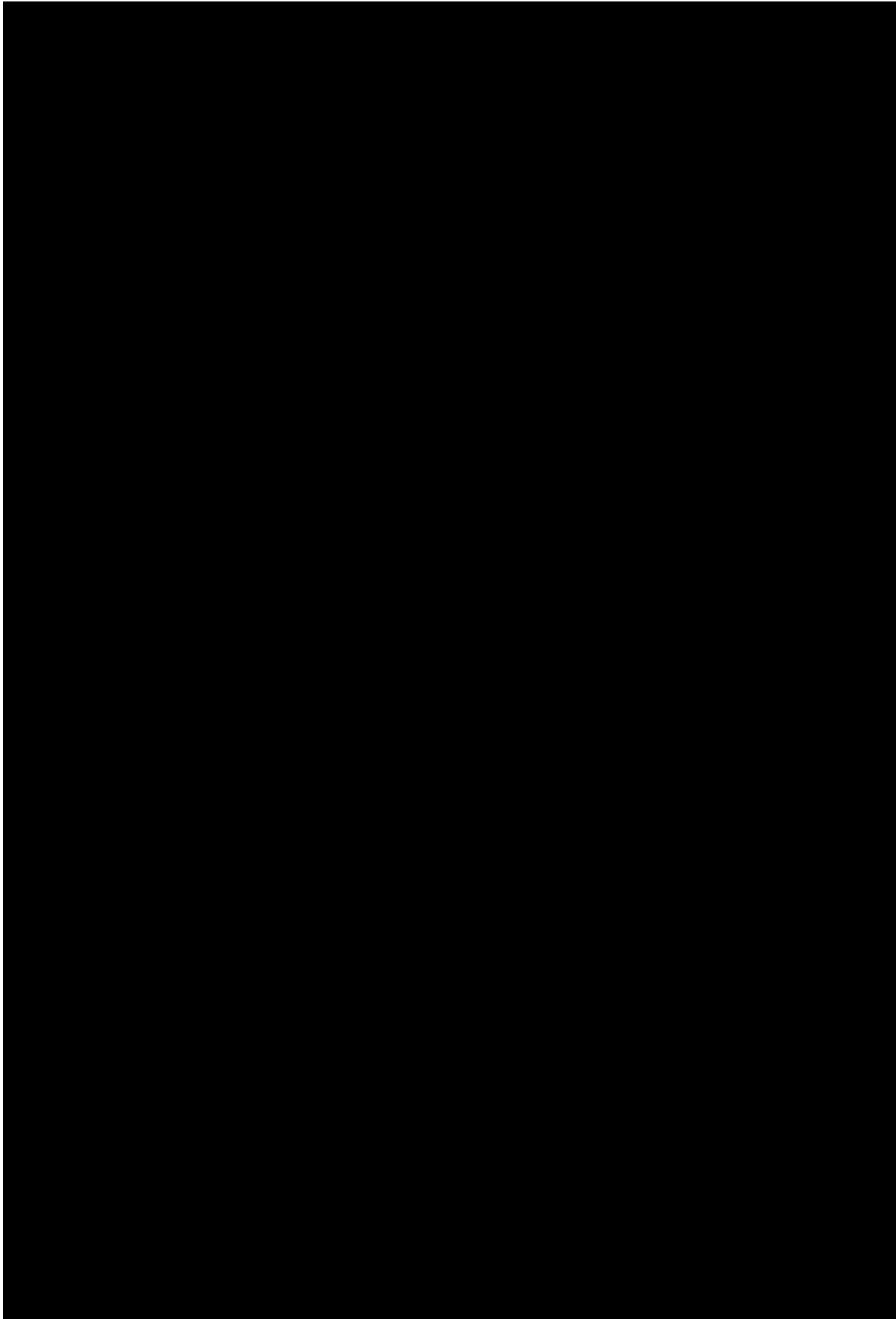
OFFICIAL  
**Matrix Programme**

Technology Solution and Systems Integration Services  
**Schedule 15 – Charges and Invoicing**



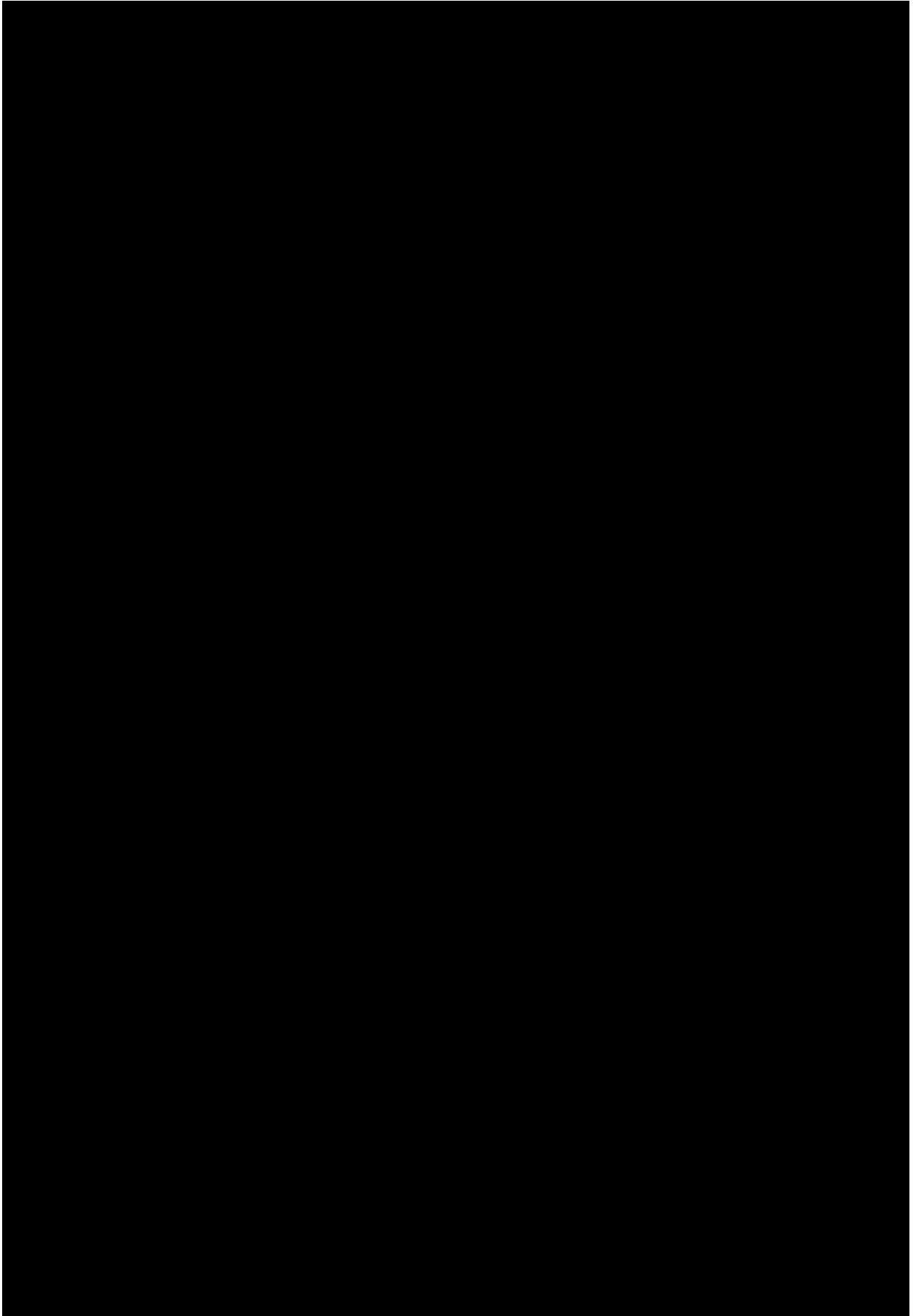
OFFICIAL  
**Matrix Programme**

Technology Solution and Systems Integration Services  
**Schedule 15 – Charges and Invoicing**



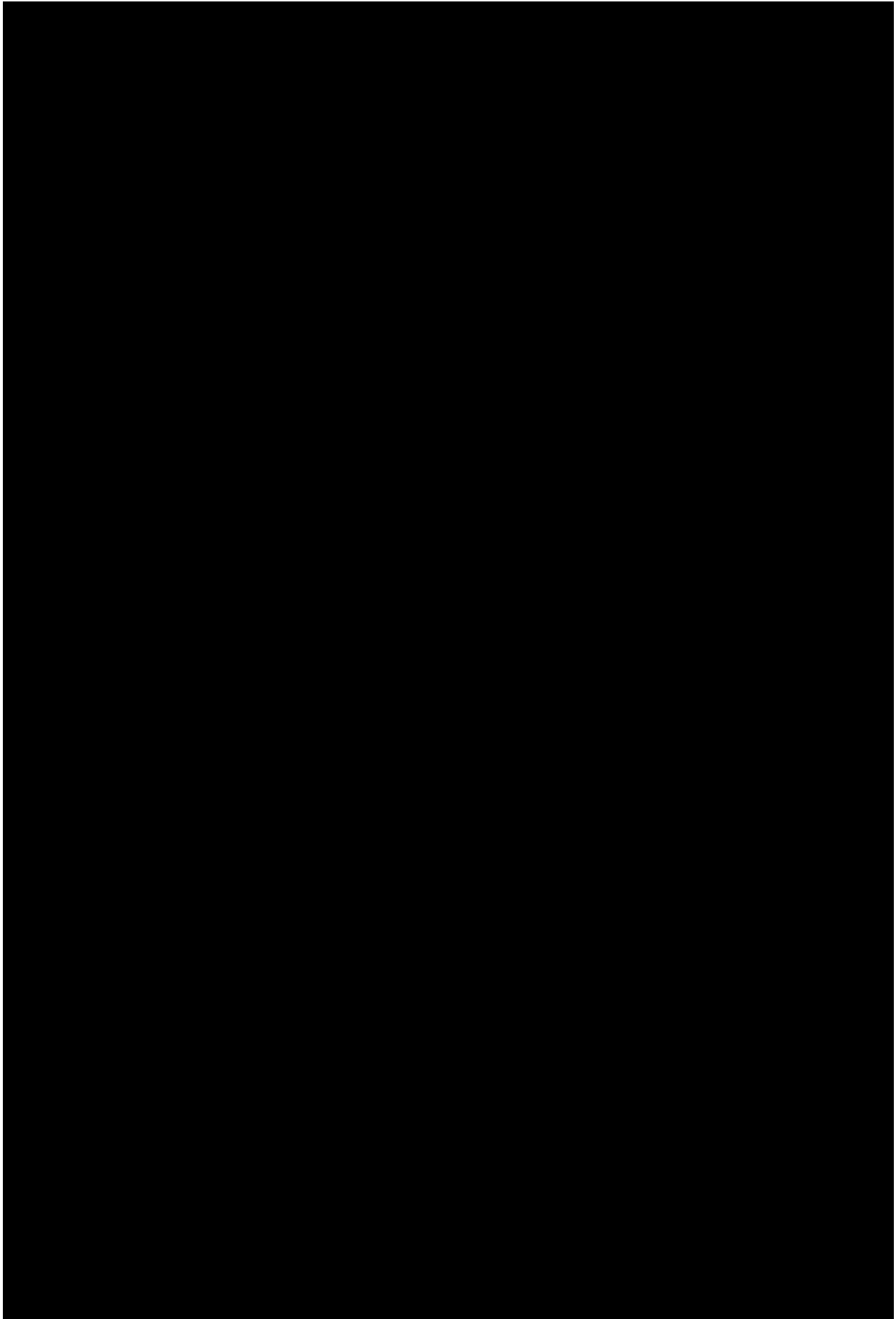
OFFICIAL  
**Matrix Programme**

Technology Solution and Systems Integration Services  
**Schedule 15 – Charges and Invoicing**



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**Matrix Programme**

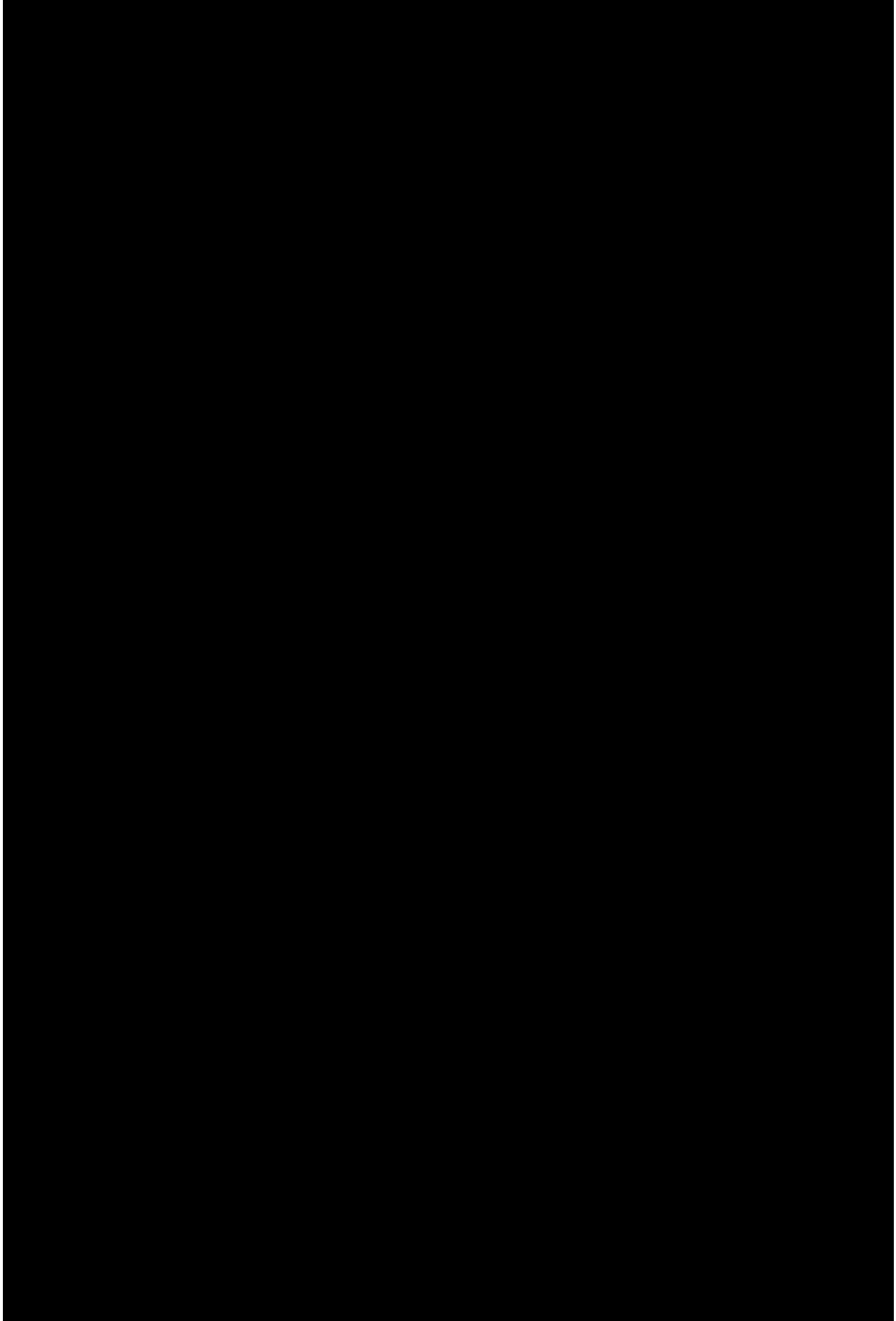
Technology Solution and Systems Integration Services  
**Schedule 15 – Charges and Invoicing**





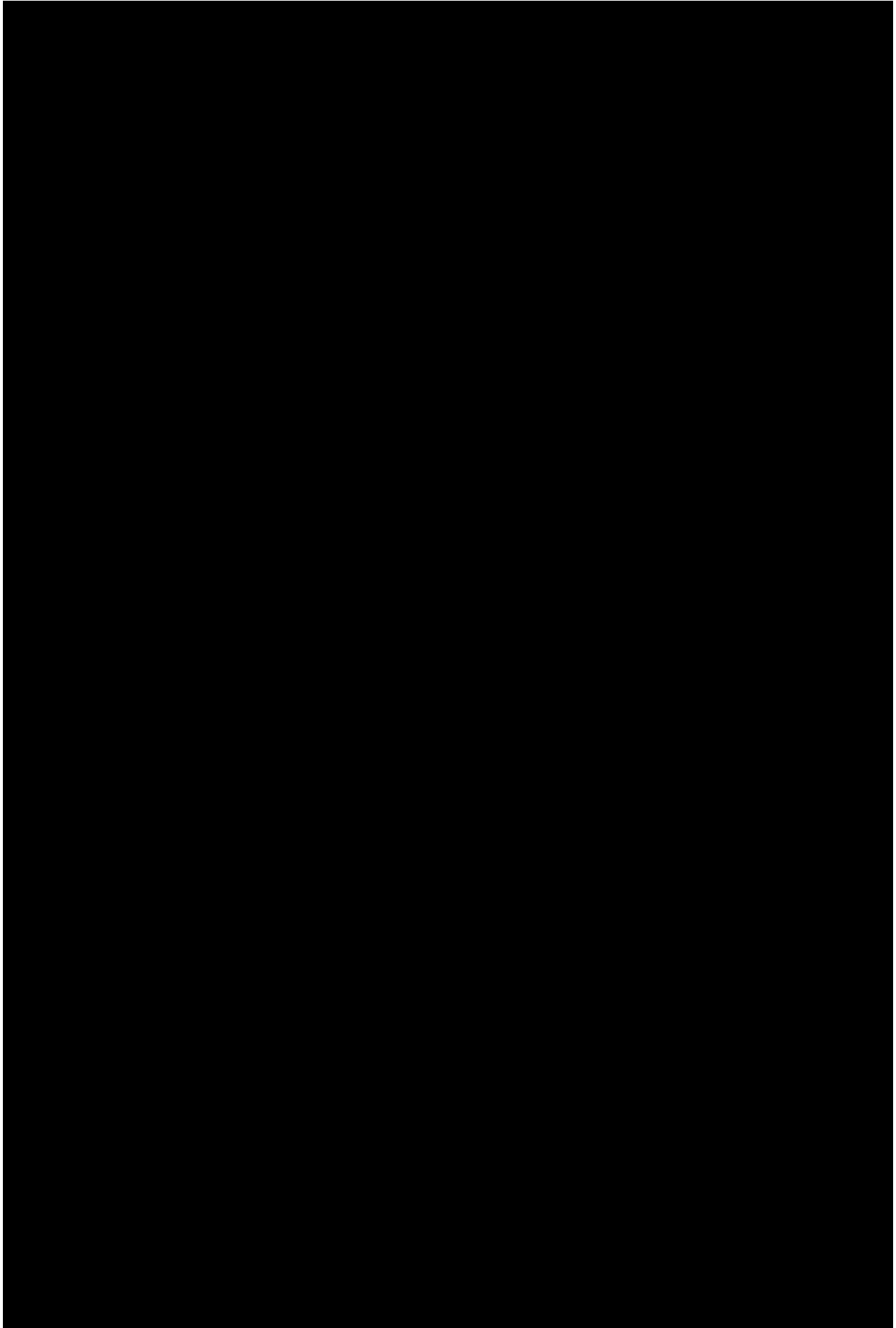
OFFICIAL  
**Matrix Programme**

Technology Solution and Systems Integration Services  
**Schedule 15 – Charges and Invoicing**



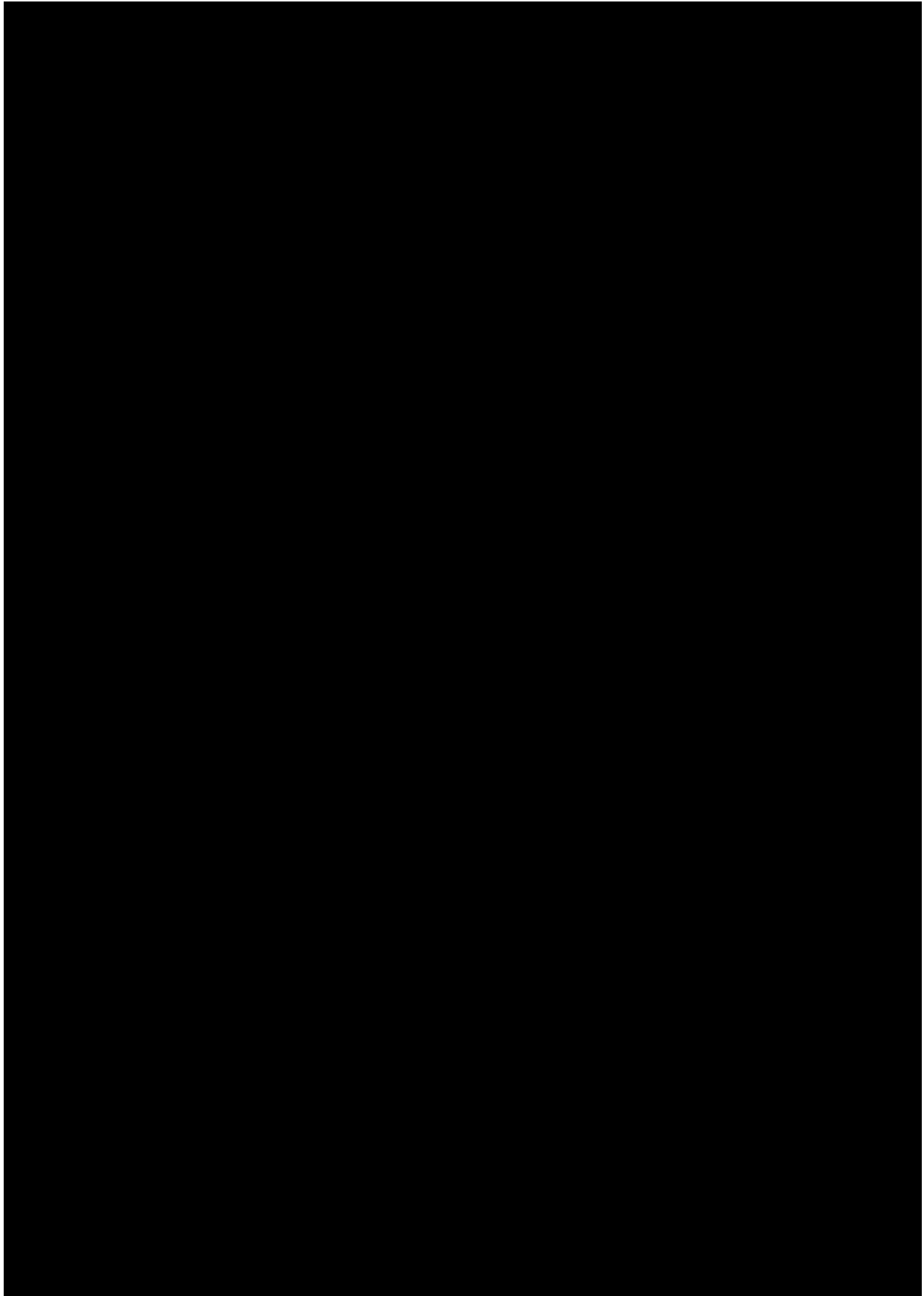
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Technology Solution and Systems Integration Services  
**Schedule 15 – Charges and Invoicing**



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Technology Solution and Systems Integration Services  
**Schedule 15 – Charges and Invoicing**



## Technology Solution and Systems Integration Services

### Schedule 15 – Charges and Invoicing

\_\_\_\_\_

[illegible]

[REDACTED]  
[REDACTED]  
[REDACTED] [REDACTED]  
[REDACTED]

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[illegible]

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## Technology Solution and Systems Integration Services

### Schedule 15 – Charges and Invoicing

[REDACTED]  
 [REDACTED]  
 [REDACTED]  
 [REDACTED]  
 [REDACTED]  
 [REDACTED]

## ANNEX 3: CHARGING MECHANISM AND ADJUSTMENTS

## 1 TABLE 1: DELAY PAYMENTS

[illegible]

**TABLE 2: OPTIONAL SERVICES MILESTONE PAYMENTS**

**INDEX (see Sch. 2 for detailed descriptions)**

Description	Found on Page No.
Recruitment	<a href="#">167</a>
Project	<a href="#">171</a>
Service Management	<a href="#">176</a>
Inventory Management	<a href="#">179</a>
Future Onboarding Estimate – SMALL number of users	<a href="#">182</a>
Future Onboarding Estimate – MEDIUM number of users	<a href="#">185</a>
Future Onboarding Estimate – LARGE number of users	<a href="#">188</a>

Optional Costing Sheet – Recruitment

Cost summary

	A. Initial RAP departments and associated ALBs (design,build,test,deploy)			B. Incremental Cloud User Depts Rollout		
#	Description	Cost (£) A	#	Description	Cost (£) B	
A	3a. Resource cost estimate		A	3b. Resource cost estimate		

1 Planning Parameters

Based on your proposed solution and the Option Requirements in the Non-Functional / Functional requirements specified in Schedule 2 (BR\_FIN\_6353-6445), please provide a pricing breakdown for the Authority in the area below.

1. Cost A for initial RAP Departments and associated ALBs, 2. Cloud Users
2. Integration removal from integrating into GRS solution
3. The solution must provide the functionality to Integrate to CS Jobs
4. Must be able to allow the management of complex recruitment process/policies across various departments
5. Additional training activities will required and should be factored into the resourcing costs

Supplier Assumptions

2. Risks



A. Initial RAP departments and associated ALBS (design, build, test, deploy)

3a Resource Cost Estimate

#	Description	Days Effort Est - MIN	Days Effort Est - MAX	Blended Rate Card	Cost Estimate MIN RANGE (GBP)	Cost Estimate MAX RANGE (GBP)

Typical Implementation (Months)	Expected Duration	
---------------------------------	-------------------	--



Technology Solution and Systems Integration Services  
Schedule 15 – Charges and Invoicing

B. Initial departments Design, Build, Test, Deploy

3b. Resource Cost Estimate

#	Description	Days Effort Est - MIN	Days Effort Est - MAX	Blended Rate Card	Cost Estimate MIN RANGE (GBP)	Cost Estimate MAX RANGE (GBP)
■	■■■■■ ■■■		■■■	■■■■■	■■	■■■■■
					■■	■■■■■

Typical Implementation (Months)	Expected Duration	■■
---------------------------------	-------------------	----

## Cost Summary

	A. Initial RAP departments and associated ALBs (design,build,test,deploy)			B. Incremental Cloud User Depts Rollout		
#	Description	Cost (£) A	#	Description	Cost (£) B	
A	3a. Resource cost estimate		A	3b. Resource cost estimate		

"Based on your proposed solution and the Option Requirements in the Non-Functional / Functional requirements specified in Schedule 2 (BR\_FIN\_3000-3115), please provide a pricing breakdown for the Authority in the area below noting the following parameters:

The nature of projects vary across Departments and their associated BU's/ALBs.

There is a wide variety of projects and programmes for example, but not limited to, Infrastructure, Policy projects, IT projects

Business Unit project and programme teams are typically small (fewer than 100 users)"

## Supplier Assumptions

## 2 Risks

[illegible]

## A: Initial Department Design, Build Test and Deploy

### 3a Resource Cost Estimate

#	Description	Days Effort Est - MIN	Days Effort Est - MAX	Blended Rate Card	Cost Estimate MIN RANGE (GBP)	Cost Estimate MAX RANGE (GBP)
■	■■■■■■■■■■ ■■■■		■■■■	■■■■	■■	■■■■■■■■
					■■	■■■■■■■■

Typical Implementation (Months)	Expected Duration	

## B: Initial Department Design, Build Test and Deploy

### 3b Resource Cost Estimate

#	Description	Days Effort Est - MIN	Days Effort Est - MAX	Blended Rate Card	Cost Estimate MIN RANGE (GBP)	Cost Estimate MAX RANGE (GBP)
1	████████████████████ ██████		██████	██████	████	████████████
					████	████████████

Typical Implementation (Months)	Expected Duration	
12	12	
18	18	
24	24	
30	30	
36	36	
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54	54	
60	60	
66	66	
72	72	
78	78	
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810	810	
816	816	
822	822	

Technology Solution and Systems Integration Services  
Schedule 15 – Charges and Invoicing

Optional Costing Sheet – Service Management

Ref	Area	Process Area	Indicative FTE Per Annum required	Cost Mechanism	Indicative Costs Annum (Subject Indexation) Per to	Service Offering

OFFICIAL

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## Technology Solution and Systems Integration Services

### Schedule 15 – Charges and Invoicing

[illegible]

[illegible]

## Cost Summary

#	Description	Cost (£) A
A	3. Resource cost estimate	

Through the requirements phase only DHSC have shown interest in taking Inventory Accounting Functionality, largely based on their COVID PPE stocks of £2.5bn. There is some uncertainty around whether they will have an ongoing need for this functionality if and when this stock is written off/expires. Within DHSC there are approx. 5-50 users (within Finance (Specialised Professional Finance Users) would require access to this functionality."

[illegible]



Technology Solution and Systems Integration Services  
Schedule 15 – Charges and Invoicing

#	Description	Days Effort Est - MIN	Days Effort Est - MAX	Blended Rate Card	Cost Estimate MIN RANGE (GBP)	Cost Estimate MAX RANGE (GBP)
1	Initial Department Design, Build, Test and Deploy					
2						
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100						

A: Initial Department Design, Build, Test and Deploy

3. Resource Cost Estimate

#	Description	Days Effort Est - MIN	Days Effort Est - MAX	Blended Rate Card	Cost Estimate MIN RANGE (GBP)	Cost Estimate MAX RANGE (GBP)
1	Initial Department Design, Build, Test and Deploy					
2						

Typical Implementation (Months)	Expected Duration	
---------------------------------	-------------------	--

A. Future Onboarding Estimate – SMALL number of users

Cost Summary

#	Description	Cost (£) A
A	3a. Resource cost estimate	
B	4. License Cost estimate	
E	7. Other 3rd Party / Pricing and associated Costs	
	Estimate	

1. Planning Parameters

- This is based on the assumption that the Supplier would be on-boarding a maximum of 500 Users ("SMALL") in addition to the core environment.
- It is assumed that there will be no need for additional integrations or customisations outside of the integration catalogue.
- It is assumed that the ALBs being on-boarded will adopt the core build as per the global design.
- It is assumed there may be up to 5 specific / bespoke requests (process flows etc) which need to be reviewed, the remainder would be set up and config.

Supplier Assumptions

2. Risks



3. Resource Cost Estimate

#	Description	Days Effort Est - MIN	Days Effort Est - MAX	Blended Rate Card	Cost Estimate MIN RANGE (GBP)	Cost Estimate MAX RANGE (GBP)

Technology Solution and Systems Integration Services  
Schedule 15 – Charges and Invoicing

Typical Implementation (Months)	Expected Duration	
---------------------------------	-------------------	--

4a. Licence Cost Estimate

Ref	Tiering Band	Product Code	Software License Name	List Price Per Unit (£ exc VAT)	% Discount	Unit Price (£ excl VAT)	License Type	License Metric	# Users	Cost (£)

7. Other 3rd Party / Pricing and associated costs

#	Description	Cost (£) A
A		
B		

A. Future Onboarding Estimate – MEDIUM number of users

Cost Summary

#	Description	Cost (£) A
A	3. Resource Cost Estimate	
B	4. Licence Cost Estimate	
E	7. Other 3 <sup>rd</sup> Party / Pricing and associated costs	
	Estimate	

1. Planning Parameters

- This is based on the assumption that the Supplier would be on-boarding a maximum of 4000 Users ("MEDIUM") in addition to the core environment.
- It is assumed that there will be no need for additional integrations or customisations outside of the integration catalogue.
- It is assumed that the ALBs being on-boarded will adopt the core build as per the global design.
- It is assumed there may be up to 5 specific / bespoke requests (process flows etc) which need to be reviewed, the remainder would be set up and config.

Supplier Assumptions


#	Description	Owner	Mitigation Plan	Cost Estimate if Realised (£)

Technology Solution and Systems Integration Services  
Schedule 15 – Charges and Invoicing

#	Description	Owner	Mitigation Plan	Cost Estimate if Realised (£)

3. Resource Cost Estimate

#	Description	Days Effort Est - MIN	Days Effort Est - MAX	Blended Rate Card	Cost Estimate MIN RANGE (GBP)	Cost Estimate MAX RANGE (GBP)

Typical Implementation (Months)	Expected Duration	
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4a. Licence Cost Estimate

Ref	Tiering Band	Product Code	Software License Name	List Price Per Unit (£ excl VAT)	% Discount	Unit Price (£ excl VAT)	License Type	License Metric	# Users	Cost (£)

7. Other 3rd Party / Pricing and associated costs

#	Description	Cost (£) A
1		
2		

### A. Future Onboarding Estimate – LARGE number of users

## Cost Summary

#	Description	Cost (£) A
A	3. Resource Cost Estimate	
B	4. Licence Cost Estimate	
E	7. Other 3 <sup>rd</sup> Party / Pricing and associated costs	
	Estimate	

## 1. Planning Parameters

- This is based on the assumption that the Supplier would be on-boarding a maximum of 4000 Users ("MEDIUM") in addition to the core environment
- It is assumed that there will be no need for additional integrations or customisations outside of the integration catalogue (see tender pack).
- It is assumed that the ALBs being on-boarded will adopt the core build as per the global design.
- It is assumed there may be up to 5 specific / bespoke requests (process flows etc) which need to be reviewed, the remainder would be set up and config.

## Supplier Assumptions

A horizontal bar chart titled "U.S. should take action to address climate change" showing the percentage of respondents who believe the U.S. should take action to address climate change, broken down by age group. The x-axis represents the percentage, ranging from 0% to 100%. The y-axis lists the age groups. The data is as follows:

Age Group	Percentage
18-29	92%
30-49	88%
50-69	85%
70+	82%
18-29	78%
30-49	75%
50-69	72%
70+	68%
18-29	65%
30-49	62%
50-69	58%
70+	55%

## 2. Risks

#	Description	Owner	Mitigation Plan	Cost Estimate if Realised (£)
■	■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■	■■■■■	■■■■■ ■■■■■ ■■■■■ ■■■■■	■■■
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### 3. Resource Cost Estimate

#	Description	Days Effort Est - MIN	Days Effort Est - MAX	Blended Rate Card	Cost Estimate MIN RANGE (GBP)	Cost Estimate MAX RANGE (GBP)
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Typical Implementation (Months)	Expected Duration	
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48	48	
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60	60	
66	66	
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810	810	
816	816	
822	822	

Technology Solution and Systems Integration Services  
Schedule 15 – Charges and Invoicing

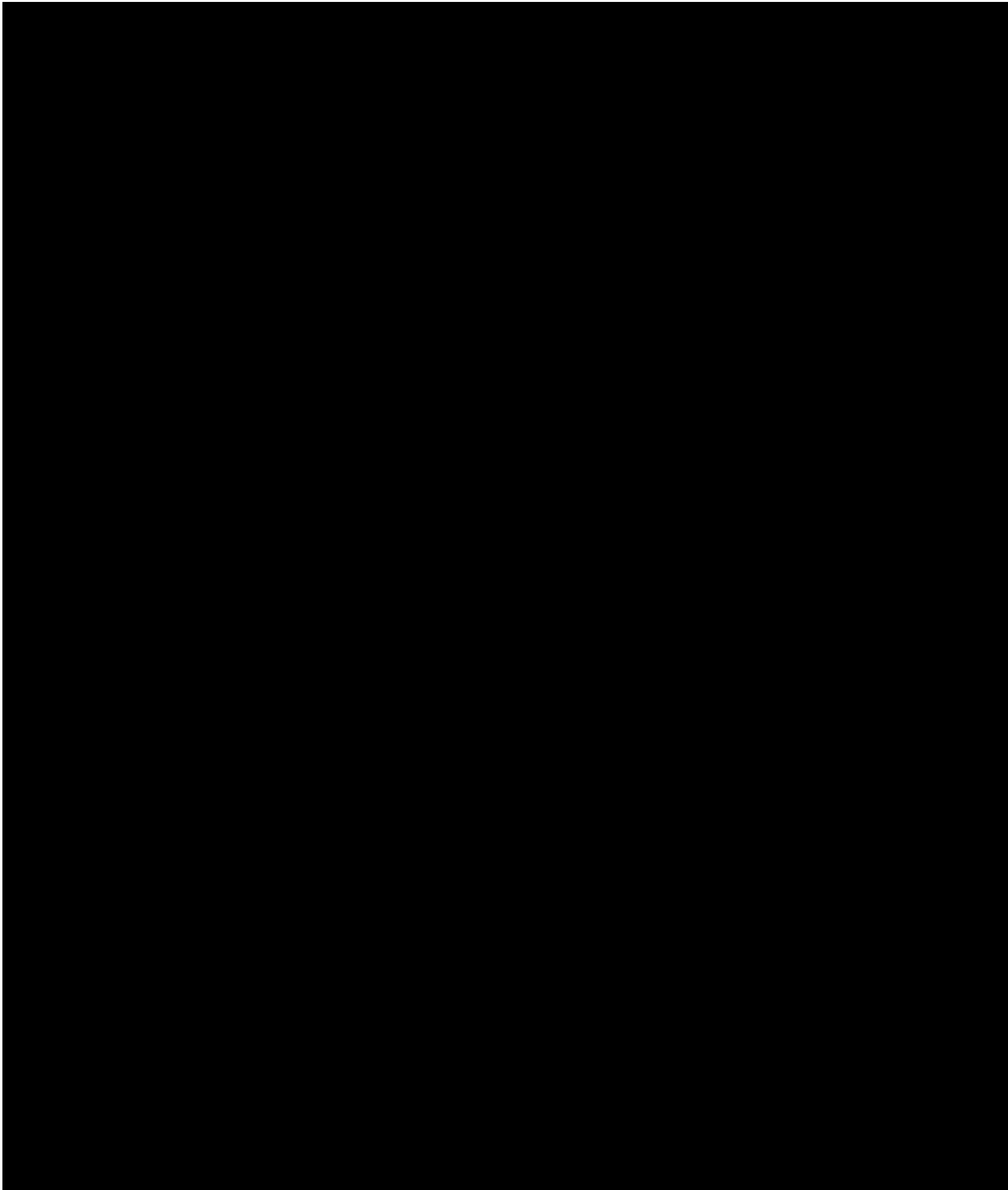
4A. Licence Cost Estimate

Ref	Tiering Band	Product Code	Software License Name	List Price Per Unit (£ excl VAT)	% Discount	Unit Price (£ excl VAT)	License Type	License Metric	# Users	Cost (£)
█	█	█	████████████████████	████████████████████		████████████████████	█	█	█	████████████████████
█	█	█	████████████████████	████████████████████		████████████████████	█	█	█	████████████████████

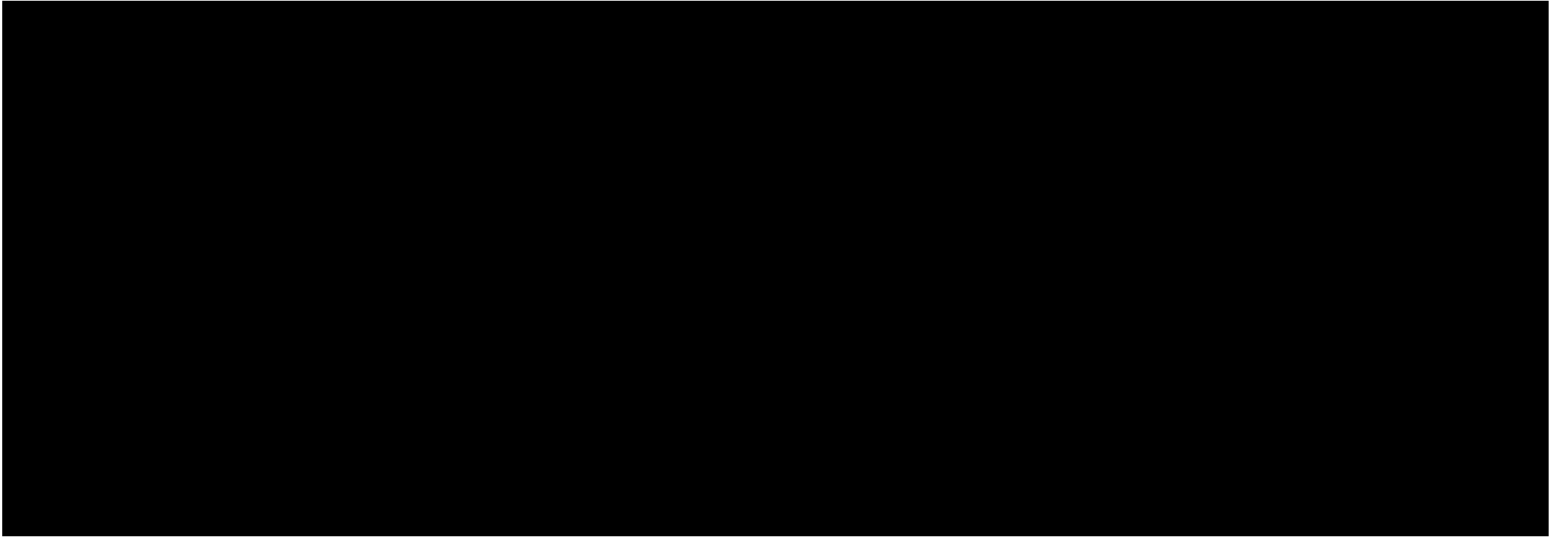
7. Other 3rd Party / Pricing and associated costs

#	Description	Cost (£) A
1	████████████████████	████████████████████
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**ANNEX 3: ALLOWABLE ASSUMPTIONS**



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Schedule 15 – Charges and Invoicing





## **SCHEDULE 16**

### **PAYMENTS ON TERMINATION**

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## 1 DEFINITIONS

1.1 In this Schedule, the following definitions shall apply:

**“Applicable Supplier Personnel”**

any Supplier Personnel who:

- (a) at the Termination Date:
  - (i) are employees of the Supplier;
  - (ii) are Dedicated Supplier Personnel;
  - (iii) have not transferred (and are not in scope to transfer at a later date) to the Authority or the Replacement Supplier by virtue of the Employment Regulations; and
- (b) are dismissed or given notice of dismissal by the Supplier within:
  - (i) 40 Working Days of the Termination Date; or
  - (ii) such longer period required by Law, their employment contract (as at the Termination Date) or an applicable collective agreement; and
- (c) have not resigned or given notice of resignation prior to the date of their dismissal by the Supplier; and
- (d) the Supplier can demonstrate to the satisfaction of the Authority:
  - (i) are surplus to the Supplier's requirements after the Termination Date notwithstanding its obligation to provide services to its other customers;
  - (ii) are genuinely being dismissed for reasons of redundancy; and
  - (iii) have been selected for redundancy by the Supplier on objective grounds other than the fact that the Supplier is entitled to reimbursement under

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this provision in respect of such employees;

<b>“Breakage Costs Payment”</b>	an amount equal to the Redundancy Costs and the Contract Breakage Costs as at the Termination Date as determined in accordance with Paragraph 3;
<b>“Compensation Payment”</b>	the payment calculated in accordance with Paragraph 6;
<b>“Contract Breakage Costs”</b>	the amounts payable by the Supplier to its Key Sub-contractors or other third parties (as applicable) for terminating all relevant Key Sub-contracts or Third Party Contracts as a direct result of the early termination of this Contract;
<b>“Dedicated Supplier Personnel”</b>	all Supplier Personnel then assigned to the Services or any part of the Services. If the Supplier is unsure as to whether Supplier Personnel are or should be regarded as so assigned, it shall consult with the Authority whose view shall be determinative provided that the employee has been materially involved in the provision of the Services or any part of the Services;
<b>“Profit Already Paid”</b>	the Supplier Profit paid or payable to the Supplier under this Contract for the period from the Effective Date up to (and including) the Termination Date;
<b>“Redundancy Costs”</b>	<p>the total sum of any of the following sums paid to Applicable Supplier 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:</p> <ul style="list-style-type: none"><li>(a) any statutory redundancy payment; and</li><li>(b) in respect of an employee who was a Transferring Former Supplier Employee or a Transferring Authority 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</li></ul>

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	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;
<b>“Request for Estimate”</b>	a written request sent by the Authority to the Supplier, requiring that the Supplier provide it with an accurate estimate of the Termination Payment and Compensation Payment that would be payable if the Authority exercised its right under Clause 31.1(a) ( <i>Termination by the Authority</i> ) to terminate this Contract for convenience on a specified Termination Date;
<b>“Shortfall Period”</b>	has the meaning given in Paragraph 6.2;
<b>“Termination Estimate”</b>	has the meaning given in Paragraph 11.2;
<b>“Third Party Contract”</b>	a contract with a third party entered into by the Supplier exclusively for the purpose of delivering the Services, as listed in Schedule 11 (Third Party Contracts));
<b>“Total Costs Incurred”</b>	the Costs incurred by the Supplier up to the Termination Date in the performance of this Contract and detailed in the Financial Model (but excluding Contract Breakage Costs, Redundancy Costs and any costs the Supplier would not otherwise be able to recover through the Charges) less any Deductions up to (and including) the Termination Date;
<b>“Unrecovered Costs”</b>	the Costs incurred by the Supplier in the performance of this Contract (as summarised in the Financial Model) to the extent that the same remain at the Termination Date to be recovered through Charges that but for the termination of this Contract would have been payable by the Authority after the Termination Date in accordance with Schedule 15 (Charges and Invoicing) as such Costs and Charges are forecast in the Financial Model;

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- “Unrecovered Payment”** an amount equal to the lower of:
- (a) the sum of the Unrecovered Costs and the Unrecovered Profit; and
  - (b) the amount specified in Paragraph 4; and
- “Unrecovered Profit”**  $(\text{Total Costs Incurred} \times \text{Anticipated Contract Life Profit Margin}) - \text{Profit Already Paid} + \text{Milestone Retentions remaining unpaid at the Termination Date}.$

## **2 TERMINATION PAYMENT**

- 2.1 The Termination Payment payable pursuant to Clause 32.3(a) (*Payments by the Authority*) shall be an amount equal to the aggregate of the Breakage Costs Payment and the Unrecovered Payment.

## **3 BREAKAGE COSTS PAYMENT**

- 3.1 The Supplier may recover through the Breakage Costs 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 Term, or in the event that the Term 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.

### **Limitation on Breakage Costs Payment**

- 3.2 The Breakage Costs Payment shall not exceed the lower of:
- (a) the relevant limit set out in Annex 1; and
  - (b) 120% of the estimate for the Breakage Costs Payment set out in any relevant Termination Estimate.

### **Redundancy Costs**

- 3.3 The Authority shall not be liable under this Schedule for any costs associated with Supplier Personnel (whether relating to redundancy, redeployment or otherwise) other than the Redundancy Costs.

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- 3.4 Where the Supplier can demonstrate that a member of Supplier Personnel will be made redundant following termination of this Contract, but redeployment of such person is possible and would offer value for money to the Authority when compared with redundancy, then the Authority shall pay the Supplier the actual direct costs incurred by the Supplier or its Sub-contractor arising out of the redeployment of such person (including retraining and relocation costs) subject to a maximum amount of £30,000 per relevant member of the Supplier Personnel.

**Contract Breakage Costs**

- 3.5 The Supplier shall be entitled to Contract Breakage Costs only in respect of Third Party Contracts or Sub-contracts which:
- (a) are not assigned or novated to a Replacement Supplier at the request of the Authority in accordance with Schedule 25 (Exit Management); and
  - (b) the Supplier can demonstrate:
    - (i) are surplus to the Supplier's requirements after the Termination Date, 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.
- 3.6 The Supplier shall seek to negotiate termination of any Third Party Contracts or Sub-contracts with the relevant third party or Sub-contractor (as the case may be) using all reasonable endeavours to minimise the cancellation or termination charges.
- 3.7 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:
- (a) 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; and/or
  - (b) Assets not yet installed at the Termination Date.

**4 UNRECOVERED PAYMENT**

The Unrecovered Payment shall not exceed the lowest of:

- (a) the relevant limit set out in Annex 1;
- (b) 120% of the estimate for the Unrecovered Payment set out in any relevant Termination Estimate; and

- (c) the Charges that but for the termination of this Contract would have been payable by the Authority after the Termination Date in accordance with Schedule 15 (Charges and Invoicing) as forecast in the Financial Model.

## 5 MITIGATION OF CONTRACT BREAKAGE COSTS, REDUNDANCY COSTS AND UNRECOVERED COSTS

5.1 The Supplier agrees to use all reasonable endeavours to minimise and mitigate Contract Breakage Costs, Redundancy Costs and Unrecovered Costs by:

- (a) the appropriation of Assets, employees and resources for other purposes;
- (b) at the Authority's request, assigning any Third Party Contracts and Sub-contracts to the Authority or a third party acting on behalf of the Authority; and
- (c) in relation Third Party Contracts and Sub-contract 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.

5.2 If Assets, employees and resources can be used by the Supplier for other purposes, then there shall be an equitable reduction in the Contract Breakage Costs, Redundancy Costs and Unrecovered 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 Assets, employees and/or resources for other purposes and/or over the amount of the relevant equitable reduction, the Dispute shall be referred to an Expert for determination in accordance with the procedure detailed in Schedule 23 (Dispute Resolution Procedure).

## 6 COMPENSATION PAYMENT

6.1 The Compensation Payment payable pursuant to Clause 32.3(b) (*Payments by the Authority*) shall be an amount equal to the total forecast Charges over the Shortfall Period (as stated in the Financial Model) multiplied by the Anticipated Contract Life Profit Margin.

6.2 For the purposes of Paragraph 6.1, the "**Shortfall Period**" means:

- (a) where the Authority terminates this Contract pursuant to Clause 31.1(a) (*Termination by the Authority*), a number of days equal to the number of days by which the notice given (or deemed given pursuant to Paragraph 2.1(a) of Part D of Schedule 15 (Charges and Invoicing)) falls short of three hundred and sixty-five (365) days; or
- (b) where the Supplier terminates this Contract pursuant to Clause 31.3(a) (*Termination by the Supplier*), a number of days equal to



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the number of days by which the period from (and including) the date of the non-payment by the Authority to (and including) the Termination Date falls short of 365 days,

but in each case subject to the limit set out in Paragraph 6.3.

6.3 The Compensation Payment shall be no greater than the lower of:

- (a) the relevant limit set out in Annex 1; and
- (b) 120% of the estimate for the Compensation Payment set out in the relevant Termination Estimate.

**7 FULL AND FINAL SETTLEMENT**

7.1 Any Termination Payment and/or Compensation 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 31.1(a) (*Termination by the Authority*) or termination by the Supplier pursuant to Clause 31.3(a) (*Termination by the Supplier*) (as applicable), 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.

**8 INVOICING FOR THE PAYMENTS ON TERMINATION**

8.1 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 15 (Charges and Invoicing).

**9 SET OFF**

9.1 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.

**10 NO DOUBLE RECOVERY**

10.1 If any amount payable under this Schedule (in whole or in part) relates to or arises from any Transferring Assets then, to the extent that the Authority makes any payments pursuant to Schedule 25 (Exit Management) in respect of such Transferring Assets, such payments shall be deducted from the amount payable pursuant to this Schedule.

10.2 The value of the Termination Payment and/or the Compensation Payment shall be reduced or extinguished to the extent that the Supplier has already received the Charges or the financial benefit of any other rights or remedy given under this Contract so that there is no double counting in calculating the relevant payment.

10.3 Any payments that are due in respect of the Transferring Assets shall be calculated in accordance with the provisions of the Exit Plan.

**11 ESTIMATE OF TERMINATION PAYMENT AND COMPENSATION PAYMENT**

- 11.1 The Authority may issue a Request for Estimate at any time during the Term provided that no more than 2 Requests for Estimate may be issued in any 6 month period.
- 11.2 The Supplier shall within 20 Working Days of receiving the Request for Estimate (or such other timescale agreed between the Parties), provide an accurate written estimate of the Termination Payment and the Compensation Payment that would be payable by the Authority based on a postulated Termination Date specified in the Request for Estimate (such estimate being the “**Termination Estimate**”). The Termination Estimate shall:
- (a) be based on the relevant amounts set out in the Financial Model;
  - (b) include:
    - (i) details of the mechanism by which the Termination Payment is calculated;
    - (ii) full particulars of the estimated Contract Breakage Costs in respect of each Sub-contract or Third Party Contract and appropriate supporting documentation; and
    - (iii) such information as the Authority may reasonably require; and
  - (c) state the period for which that Termination Estimate remains valid, which shall be not less than 20 Working Days.
- 11.3 The Supplier acknowledges that issue of a Request for Estimate shall not be construed in any way as to represent an intention by the Authority to terminate this Contract.
- 11.4 If the Authority issues a Termination Notice to the Supplier within the stated period for which a Termination Estimate remains valid, the Supplier shall use the same mechanism to calculate the Termination Payment as was detailed in the Termination Estimate unless otherwise agreed in writing between the Supplier and the Authority.

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**ANNEX 1: MAXIMUM PAYMENTS ON TERMINATION**

The table below sets out, by Contract Year, the maximum amount of the Unrecovered Payment, Breakage Costs Payment and Compensation Payment that the Authority shall be liable to pay to the Supplier pursuant to this Contract:

Termination Date	Maximum Unrecovered Payment	Maximum Breakage Costs Payment	Maximum Compensation Payment
Anytime in the first Contract Year	Actual Unrecovered Payment based on actual Services provided at the Termination Date	Actual Breakage Costs Payment to the extent they have not been recovered in any other payment or Charge	The value of 180 days' worth of the Anticipated Contract Life Profit Margin
Anytime in the second Contract Year	Actual Unrecovered Payment based on actual Services provided at the Termination Date	Actual Breakage Costs Payment to the extent they have not been recovered in any other payment or Charge	The value of 180 days' worth of the Anticipated Contract Life Profit Margin
Anytime in Contract Years 3 - 5	Actual Unrecovered Payment based on actual Services provided at the Termination Date	Actual Breakage Costs Payment to the extent they have not been recovered in any other payment or Charge	The value of 180 days' worth of the Anticipated Contract Life Profit Margin

# **SCHEDULE 17**

## **BENCHMARKING**

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**1 DEFINITIONS**

1.1 In this Schedule, the following definitions shall apply:

<b>“Benchmarked Service”</b>	a Relevant Operational Service that the Authority elects to include in a Benchmark Review under Paragraph 2.3;
<b>“Benchmarker”</b>	the independent third party appointed under Paragraph 3.1;
<b>“Benchmark Report”</b>	the report produced by the Benchmarker following the Benchmark Review as further described in Paragraph 5;
<b>“Benchmark Review”</b>	a review of one or more of the Relevant Operational Services carried out in accordance with Paragraph 4 to determine whether those Services represent Good Value;
<b>“Comparable Service”</b>	in relation to a Benchmarked Service, a service that is identical or materially similar to the Benchmarked Service (including in terms of scope, specification, volume and quality of performance);
<b>“Comparison Group”</b>	in relation to a Comparable Service, a sample group of organisations providing the Comparable Service identified by the Benchmarker under Paragraph 4.8 which consists of organisations which are either of similar size to the Supplier or which are similarly structured in terms of their business and their service offering so as to be (in the Benchmarker's professional opinion) fair comparators with the Supplier or which, in the professional opinion of the Benchmarker, are best practice organisations and, where there are a reasonable number of such organisations, referencing only those organisations that are carrying on at least a significant part of their business within the United Kingdom;
<b>“Equivalent Services Data”</b>	in relation to a Comparable Service, data derived from an analysis of the Comparable Service provided by the Comparison Group as adjusted in accordance with Paragraphs 4.8(a) and 4.9 provided that the Benchmarker shall not use any such data that relates to a period which ended

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	more than 36 months prior to the date of the appointment of the Benchmarker;
<b>“Good Value”</b>	in relation to a Benchmarked Service, that: <ul style="list-style-type: none"><li>(a) having taken into account the Performance Indicators and Target Service Levels, the value for money of the Charges attributable to that Benchmarked Service is at least as good as the value for money of the Upper Quartile; and</li><li>(b) any Performance Indicators and Target Service Levels applicable to that Benchmarked Service are, having taken into account the Charges, equal to or better than the median service levels for the Comparable Service using Equivalent Services Data;</li></ul>
<b>"Relevant Operational Services"</b>	the Operational Services excluding Hypercare; and
<b>“Upper Quartile”</b>	the top 25% of instances of provision of a Comparable Service by members of the Comparison Group ranked by best value for money to the recipients of that Comparable Service.

## **2 FREQUENCY, PURPOSE AND SCOPE OF BENCHMARK REVIEW**

- 2.1 The Authority may, by written notice to the Supplier, require a Benchmark Review of any or all of the Relevant Operational Services in order to establish whether a Benchmarked Service is, and/or the Benchmarked Services as a whole are, Good Value.
- 2.2 The Authority shall not be entitled to carry out a Benchmark Review of any Services during the 12 month period from the Operational Service Commencement Date for those Relevant Operational Services, nor at intervals of less than 12 months after any previous Benchmark Review relating to the same Relevant Operational Services.
- 2.3 The Services that are to be the Benchmarked Services shall be identified by the Authority in the notice given under Paragraph 2.1.

## **3 APPOINTMENT OF BENCHMARKER**

- 3.1 The Authority shall appoint as the Benchmarker to carry out the Benchmark Review either an organisation on the list of organisations set out in Annex 1 or such other organisation as may be agreed in writing between the Parties.

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- 3.2 The Authority shall, at the written request of the Supplier, require the Benchmarker to enter into a confidentiality agreement with the Supplier in, or substantially in, the form set out in Annex 2.
- 3.3 The costs and expenses of the Benchmarker and the Benchmark Review shall be shared equally between both Parties provided that each Party shall bear its own internal costs of the Benchmark Review. The Benchmarker shall not be compensated on a contingency fee or incentive basis.
- 3.4 The Authority shall be entitled to pay the Benchmarker's costs and expenses in full and to recover the Supplier's share from the Supplier.

**4 BENCHMARK REVIEW**

- 4.1 The Authority shall require the Benchmarker to produce, and to send to each Party for approval, a draft plan for the Benchmark Review within 10 Working Days after the date of the appointment of the Benchmarker, or such longer period as the Benchmarker shall reasonably request in all the circumstances. The plan must include:
- (a) a proposed timetable for the Benchmark Review;
  - (b) a description of the information that the Benchmarker requires each Party to provide;
  - (c) a description of the benchmarking methodology to be used;
  - (d) a description that clearly illustrates that the benchmarking methodology to be used is capable of fulfilling the benchmarking objectives under Paragraph 2.1;
  - (e) an estimate of the resources required from each Party to underpin the delivery of the plan;
  - (f) a description of how the Benchmarker will scope and identify the Comparison Group;
  - (g) details of any entities which the Benchmarker proposes to include within the Comparison Group; and
  - (h) if in the Benchmarker's professional opinion there are no Comparable Services or the number of entities carrying out Comparable Services is insufficient to create a Comparison Group, a detailed approach for meeting the relevant benchmarking objective(s) under Paragraph 2.1 using a proxy for the Comparison Services and/or Comparison Group as applicable.
- 4.2 The Parties acknowledge that the selection and or use of proxies for the Comparison Group (both in terms of number and identity of entities) and



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Comparable Services shall be a matter for the Benchmarker's professional judgment.

- 4.3 Each Party shall give notice in writing to the Benchmarker and to the other Party within 10 Working Days after receiving the draft plan either approving the draft plan or suggesting amendments to that plan which must be reasonable. Where a Party suggests amendments to the draft plan pursuant to this Paragraph 4.3, the Benchmarker shall, if it believes the amendments are reasonable, produce an amended draft plan. Paragraph 4.1 and this Paragraph 4.3 shall apply to any amended draft plan.
- 4.4 Failure by a Party to give notice under Paragraph 4.3 shall be treated as approval of the draft plan by that Party. If the Parties fail to approve the draft plan within 30 Working Days of its first being sent to them pursuant to Paragraph 4.1 then the Benchmarker shall prescribe the plan.
- 4.5 Once the plan is approved by both Parties or prescribed by the Benchmarker, the Benchmarker shall carry out the Benchmark Review in accordance with the plan. Each Party shall procure that all the information described in the plan, together with any additional information reasonably required by the Benchmarker is provided to the Benchmarker without undue delay. If the Supplier fails to provide any information requested from it by the Benchmarker and described in the plan, such failure shall constitute a material Default for the purposes of Clause 25.1(c) (*Rectification Plan Process*).
- 4.6 Each Party shall co-operate fully with the Benchmarker, including by providing access to records, technical documentation, premises, equipment, systems and personnel at times reasonably requested by the Benchmarker, provided that the Benchmarker shall be instructed to minimise any disruption to the Services.
- 4.7 Either Party may provide additional material to the Benchmarker to assist the Benchmarker in conducting the Benchmark Review.
- 4.8 Once it has received the information it requires, the Benchmarker shall:
- (a) finalise the sample of entities constituting the Comparison Group and collect data relating to Comparable Services. The final selection of the Comparison Group (both in terms of number and identity of entities) and of the Comparable Services shall be a matter for the Benchmarker's professional judgment;
  - (b) derive the Equivalent Services Data by applying the adjustment factors listed in Paragraph 4.9 and from an analysis of the Comparable Services;
  - (c) derive the relative value for money of the charges payable for the Comparable Services using the Equivalent Services Data and from that derive the Upper Quartile;

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- (d) derive the median service levels relating to the Comparable Services using the Equivalent Services Data;
- (e) compare the value for money of the Charges attributable to the Benchmarked Services (having regard in particular to the applicable Performance Indicators and Target Service Levels) to the value for money of the Upper Quartile;
- (f) compare the Performance Indicators and Target Service Levels attributable to the Benchmarked Services (having regard to the Charges and Service Credits) with the median service levels using the Equivalent Services Data; and
- (g) determine whether or not each Benchmarked Service is and/or the Benchmarked Services as a whole are, Good Value.

4.9 The Benchmarker shall have regard to the following matters when performing a comparative assessment of a Benchmarked Service and a Comparable Service in order to derive Equivalent Services Data:

- (a) the contractual and business environment under which the Services are being provided (including the scope, scale, complexity and geographical spread of the Services);
- (b) any front-end investment and development costs of the Supplier;
- (c) the Supplier's risk profile including the financial, performance or liability risks associated with the provision of the Services as a whole;
- (d) the extent of the Supplier's management and contract governance responsibilities; and
- (e) any other reasonable factors demonstrated by the Supplier, which, if not taken into consideration, could unfairly cause the Supplier's pricing to appear non-competitive (such as erroneous costing, non-sustainable behaviour including excessive consumption of energy or over-aggressive pricing).

## **5 BENCHMARK REPORT**

5.1 The Benchmarker shall be required to prepare a Benchmark Report and deliver it simultaneously to both Parties, at the time specified in the plan approved under Paragraph 4, setting out its findings. The Benchmark Report shall:

- (a) include a finding as to whether or not each Benchmarked Service is and/or whether the Benchmarked Services as a whole are, Good Value;

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- (b) include other findings (if any) regarding the quality and competitiveness or otherwise of those Services;
  - (c) if any Benchmarked Service is not Good Value, or the Benchmarked Services as a whole are not Good Value, specify the changes that would be required to the Charges, Performance Indicators and/or Target Performance Levels, that would be required to make that Benchmarked Service or those Benchmarked Services as a whole Good Value; and
  - (d) illustrate the method used for any normalisation of the Equivalent Services Data.
- 5.2 The Benchmarker shall act as an expert and not as an arbitrator.
- 5.3 If the Benchmark Report states that any Benchmarked Service is not Good Value or that the Benchmarked Services as a whole are not Good Value, then the Authority shall consult with the Supplier to discuss any issues set out in the Benchmark Report and consider whether any changes can be made to the Relevant Operational Services to achieve Good Value. The Supplier shall (subject to Paragraphs 5.5 and 5.6) implement the changes set out in the Benchmark Report and as agreed in accordance with this paragraph as soon as reasonably practicable within timescales agreed with the Authority but in any event within no more than 3 months. Any associated changes to the Charges shall take effect only from the same date and shall not be retrospective.
- 5.4 The Supplier acknowledges and agrees that Benchmark Reviews shall not result in any increase to the Charges, disapplication of the Performance Indicators or any reduction in the Target Performance Levels.
- 5.5 The Supplier shall be entitled to reject any Benchmark Report if the Supplier reasonably considers that the Benchmarker has not followed the procedure for the related Benchmark Review as set out in this Schedule in any material respect.
- 5.6 The Supplier shall not be obliged to implement any Benchmark Report to the extent this would cause the Supplier to provide the Relevant Operational Services at a loss (as determined, by reference to the Financial Model), or to the extent the Supplier cannot technically implement the recommended changes.
- 5.7 In the event of any Dispute arising over whether the Benchmarker has followed the procedure for the related Benchmark Review under Paragraph 5.5 and/or any matter referred to in Paragraph 5.6, the Dispute shall be referred to Expert Determination. For the avoidance of doubt in the event of a Dispute between the Parties, the Authority shall continue to pay the Charges to the Supplier in accordance with the terms of this Contract and the

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Performance Indicators and Target Performance Levels shall remain unchanged pending the conclusion of the Expert Determination.

5.8 On conclusion of the Expert Determination:

- (a) if the Expert determines that all or any part of the Benchmark Report recommendations regarding any reduction in the Charges shall be implemented by the Supplier, the Supplier shall immediately repay to the Authority the difference between the Charges paid by the Authority up to and including the date of the Expert's determination and the date upon which the recommended reduction in Charges should have originally taken effect pursuant to Paragraph 5.3 together with interest thereon at the applicable rate under the Late Payment Of Commercial Debts (Interest) Act 1998; and
- (b) if the Expert determines that all or any part of the Benchmark Report recommendations regarding any changes to the Performance Indicators and/or Target Performance Levels shall be implemented by the Supplier:
  - (i) the Supplier shall immediately implement the relevant changes;
  - (ii) the Supplier shall immediately pay an amount equal to any Service Credits which would have accrued up to and including the date of the Expert's determination if the relevant changes had taken effect on the date determined pursuant to Paragraph 5.3 together with interest thereon at the applicable rate under the Late Payment Of Commercial Debts (Interest) Act 1998; and
  - (iii) the relevant changes shall thereafter be subject to the Change Control Procedure for the purposes of formalising and documenting the relevant change or amendment for the purposes of this Contract.

5.9 Any failure by the Supplier to implement the changes as set out in the Benchmark Report in accordance with the relevant timescales determined in accordance with Paragraph 5.3 (unless the provisions of Paragraph 5.6 and/or Paragraph 5.7 apply) or in accordance with Paragraph 5.8 shall, without prejudice to any other rights or remedies of the Authority, constitute a Supplier Termination Event.

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**Schedule 17 – Benchmarking**

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**ANNEX 1: APPROVED BENCHMARKERS**

The Benchmarker shall be selected from the up-to-date approved FCA list, which is available at the following link:

Financial Conduct Authority - <https://www.fca.org.uk/>

## ANNEX 2: CONFIDENTIALITY AGREEMENT

### CONFIDENTIALITY AGREEMENT

**THIS AGREEMENT** is made on [date]

**BETWEEN:**

- (1) [insert name] of [insert address] (the “**Supplier**”); and
- (2) [insert name] of [insert address] (the “**Benchmarker**” and together with the Supplier, the “**Parties**”).

**WHEREAS:**

- (A) [insert name of Authority] (the “**Authority**”) and the Supplier are party to a contract dated [insert date] (the “**Contract**”) for the provision by the Supplier of [insert brief description of services] to the Authority.
- (B) The Benchmarker is to receive Confidential Information from the Supplier for the purpose of carrying out a benchmarking review for the Authority of one or more of such services pursuant to the terms of the Contract (the “**Permitted Purpose**”).

**IT IS AGREED as follows:**

**1 Interpretation**

1.1 In this Agreement, unless the context otherwise requires:

**“Confidential Information”**

means:

- (a) Information, including all personal data within the meaning of the Data Protection Act 2018, and however it is conveyed, provided by the Supplier to the Benchmarker pursuant to this Agreement that relates to:
  - (i) the Supplier; or
  - (ii) the operations, business, affairs, developments, intellectual property rights, trade secrets, know-how and/or personnel of the Supplier;
- (b) other Information provided by the Supplier pursuant to this Agreement to the Benchmarker that is clearly designated as being confidential or equivalent or that ought reasonably to be considered to be

confidential which comes (or has come) to the Benchmarker's attention or into the Benchmarker's possession in connection with the Permitted Purpose;

- (c) discussions, negotiations, and correspondence between the Supplier or any of its directors, officers, employees, consultants or professional advisers and the Benchmarker or any of its directors, officers, employees, consultants and professional advisers in connection with the Permitted Purpose and all matters arising therefrom; and
- (d) Information derived from any of the above, but not including any Information that:
  - (e) was in the possession of the Benchmarker without obligation of confidentiality prior to its disclosure by the Supplier;
  - (f) the Benchmarker obtained on a non-confidential basis from a third party who is not, to the Benchmarker's knowledge or belief, bound by a confidentiality agreement with the Supplier or otherwise prohibited from disclosing the information to the Benchmarker;
  - (g) was already generally available and in the public domain at the time of disclosure otherwise than by a breach of this Agreement or breach of a duty of confidentiality; or
  - (h) was independently developed without access to the Confidential Information;

**“Information”**

means all information of whatever nature, however conveyed and in whatever form, including in writing, orally, by demonstration, electronically and in a tangible, visual or machine-readable medium (including CD-ROM, magnetic and digital form); and

**“Permitted Purpose”**

has the meaning given to that expression in recital (B) to this Agreement.

1.2 In this Agreement:

- (a) a reference to any gender includes a reference to other genders;
- (b) the singular includes the plural and vice versa;
- (c) the words “include” and cognate expressions shall be construed as if they were immediately followed by the words “without limitation”;
- (d) references to any statutory provision include a reference to that provision as modified, replaced, amended and/or re-enacted from time to time (before or after the date of this Agreement) and any prior or subsequent subordinate legislation made under it;
- (e) headings are included for ease of reference only and shall not affect the interpretation or construction of this Agreement; and
- (f) references to Clauses are to clauses of this Agreement.

**2 Confidentiality Obligations**

2.1 In consideration of the Supplier providing Confidential Information to the Benchmarking, the Benchmarking shall:

- (a) treat all Confidential Information as secret and confidential;
- (b) have in place and maintain proper security measures and procedures to protect the confidentiality of the Confidential Information (having regard to its form and nature);
- (c) not disclose or permit the disclosure of any of the Confidential Information to any other person without obtaining the prior written consent of the Supplier or, if relevant, other owner or except as expressly set out in this Agreement;
- (d) not transfer any of the Confidential Information outside the United Kingdom;
- (e) not use or exploit any of the Confidential Information for any purpose whatsoever other than the Permitted Purpose;
- (f) immediately notify the Supplier in writing if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Confidential Information; and
- (g) once the Permitted Purpose has been fulfilled:
  - (i) destroy or return to the Supplier all documents and other tangible materials that contain any of the Confidential Information;
  - (ii) ensure, so far as reasonably practicable, that all Confidential Information held in electronic, digital or other machine-



readable form ceases to be readily accessible (other than by the information technology staff of the Benchmarker) from any computer, word processor, voicemail system or any other device; and

(iii) make no further use of any Confidential Information.

### **3 Permitted Disclosures**

- 3.1 The Benchmarker may disclose Confidential Information to those of its directors, officers, employees, consultants and professional advisers who:
- (a) reasonably need to receive the Confidential Information in connection with the Permitted Purpose;
  - (b) have been informed by the Benchmarker of the confidential nature of the Confidential Information; and
  - (c) have agreed to terms similar to those in this Agreement.
- 3.2 The Benchmarker shall be entitled to disclose Confidential Information to the Authority for the Permitted Purpose and to any Expert appointed in relation to a Dispute as referred to in Paragraph 5.7 of this Schedule 17 (Benchmarking) to the Contract.
- 3.3 The Benchmarker shall be entitled to disclose Confidential Information to the extent that it is required to do so by applicable law or by order of a court or other public body that has jurisdiction over the Benchmarker.
- 3.4 Before making a disclosure pursuant to Clause 3.3, the Benchmarker shall, if the circumstances permit:
- (a) notify the Supplier in writing of the proposed disclosure as soon as possible (and if possible before the court or other public body orders the disclosure of the Confidential Information); and
  - (b) ask the court or other public body to treat the Confidential Information as confidential.

### **4 General**

- 4.1 The Benchmarker acknowledges and agrees that all property, including intellectual property rights, in Confidential Information disclosed to it by the Supplier shall remain with and be vested in the Supplier.
- 4.2 This Agreement does not include, expressly or by implication, any representations, warranties or other obligations:
- (a) to grant the Benchmarker any licence or rights other than as may be expressly stated in this Agreement;
  - (b) to require the Supplier to disclose, continue disclosing or update any Confidential Information; or

- (c) as to the accuracy, efficacy, completeness, capabilities, safety or any other qualities whatsoever of any Information or materials provided pursuant to or in anticipation of this Agreement.
- 4.3 The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers or remedies provided by law. No failure or delay by either Party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.
- 4.4 Without prejudice to any other rights or remedies that the Supplier may have, the Benchmarker acknowledges and agrees that damages alone may not be an adequate remedy for any breach by the Benchmarker of any of the provisions of this Agreement. Accordingly, the Benchmarker acknowledges that the Supplier shall be entitled to the remedies of injunction and specific performance as well as any other equitable relief for any threatened or actual breach of this Agreement and/or breach of confidence and that no proof of special damages shall be necessary for the enforcement of such remedies.
- 4.5 The maximum liability of the Benchmarker to the Supplier for any breach of this Agreement shall be limited to ten million pounds (£10,000,000).
- 4.6 For the purposes of the Contracts (Rights of Third Parties) Act 1999 no one other than the Parties has the right to enforce the terms of this Agreement.
- 4.7 Each Party shall be responsible for all costs incurred by it or on its behalf in connection with this Agreement.
- 4.8 This Agreement may be executed in any number of counterparts and by the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute but one and the same instrument.

## 5 Notices

- 5.1 Any notice to be given under this Agreement (each a “**Notice**”) shall be given in writing and shall be delivered by hand and shall be deemed to have been duly given at the time of delivery provided that such Notice is sent to the relevant physical address, and expressly marked for the attention of the relevant individual, set out in Clause 5.2.
- 5.2 Any Notice:
- (a) if to be given to the Supplier shall be sent to:
- [Address]**
- Attention: **[Contact name and/or position, e.g. “The Finance Director”]**
- (b) if to be given to the Benchmarker shall be sent to:

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[Name of Organisation]

[Address]

Attention: [ ]

**6 Governing law**

- 6.1 This Agreement shall be governed by, and construed in accordance with, English law and any matter claim or dispute arising out of or in connection with this Agreement whether contractual or non-contractual, shall be governed by and determined in accordance with English law.
- 6.2 Each Party hereby irrevocably submits to the exclusive jurisdiction of the English courts in respect of any claim or dispute arising out of or in connection with this Agreement.

**IN WITNESS** of the above this Agreement has been signed by the duly authorised representatives of the Parties on the date which appears at the head of page 1.

**For and on behalf of [name of Supplier]**

Signature: \_\_\_\_\_ Date:

Name: Position:

**For and on behalf of [name of Benchmarker]**

Signature: \_\_\_\_\_ Date:

Name: Position:

# **SCHEDULE 18**

## **FINANCIAL DISTRESS**

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**1 DEFINITIONS**

1.1 In this Schedule, the following definitions shall apply:

<b>“Applicable Financial Indicators”</b>	means the financial indicators from Paragraph 5.1 of this Schedule which are to apply to the Monitored Suppliers as set out in Paragraph 5.2 of this Schedule;
<b>“Board”</b>	means the Supplier’s board of directors;
<b>“Board Confirmation”</b>	means written confirmation from the Board in accordance with Paragraph 8 of this Schedule;
<b>“Credit Rating Level”</b>	a credit rating level as specified in Annex 1 of this Schedule;
<b>“Credit Rating Threshold”</b>	the minimum Credit Rating Level for the Supplier Ultimate Parent Company as set out in Annex 2 of this Schedule;
<b>“FDE Group”</b>	means the Supplier and the Monitored Suppliers;
<b>“Financial Indicators”</b>	in respect of the Supplier means each of the financial indicators set out at Paragraph 5.1 of this Schedule; and in respect of each Monitored Supplier, means those Applicable Financial Indicators;
<b>“Financial Target Thresholds”</b>	means the target thresholds for each of the Financial Indicators set out at Paragraph 5.1 of this Schedule;
<b>“Monitored Suppliers”</b>	means those entities specified at Paragraph 5.2 of this Schedule;
<b>“Rating Agencies”</b>	the rating agencies listed in Annex 1 of this Schedule; and
<b>Supplier Ultimate Parent Company</b>	means Cognizant Technology Solutions Corporation.

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**2 WARRANTIES AND DUTY TO NOTIFY**

- 2.1 The Supplier warrants and represents to the Authority for the benefit of the Authority that as at the Effective Date:
- (a) the long term credit ratings issued for the Supplier Ultimate Parent Company by each of the Rating Agencies are as set out in Annex 2 of this Schedule; and
  - (b) the financial position or, as appropriate, the financial performance of each of the FDE Group members satisfies the Financial Target Thresholds.
- 2.2 The Supplier shall promptly notify (or shall procure that its auditors promptly notify) the Authority in writing if there is any downgrade in the credit rating issued by any Rating Agency for the Supplier Ultimate Parent Company (and in any event within 5 Working Days of the occurrence of the downgrade).
- 2.3 The Supplier shall:
- (a) regularly monitor the credit ratings of the Supplier Ultimate Parent Company with the Rating Agencies;
  - (b) monitor and report on the Financial Indicators for each entity in the FDE Group against the Financial Target Thresholds at least at the frequency set out for each at Paragraph 5.1 (where specified) and in any event, on a regular basis and no less than once a year within two hundred and seventy two (272) days after the Accounting Reference Date; and
  - (c) promptly notify (or shall procure that its auditors promptly notify) the Authority in writing following the occurrence of a Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event (and in any event, ensure that such notification is made within 10 Working Days of the date on which the Supplier first becomes aware of the Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event).
- 2.4 For the purposes of determining whether a Financial Distress Event has occurred pursuant to the provisions of Paragraphs 3.1(a), and for the purposes of determining relief under Paragraph 7.1, the credit rating of the Supplier Ultimate Parent Company shall be deemed to have dropped below the applicable Credit Rating Threshold if:
- (a) any of the Rating Agencies have given a Credit Rating Level for that entity which is below the applicable Credit Rating Threshold; or

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- (b) a Rating Agency that is specified as holding a Credit Rating for the Supplier Ultimate Parent Company as set out at Annex 2 of this Schedule ceases to hold a Credit Rating for that entity.

2.5 Each report submitted by the Supplier pursuant to Paragraph 2.3(b) shall:

- (a) be a single report with separate sections for each of the FDE Group entities and the Supplier Ultimate Parent Company;
- (b) contain a sufficient level of information to enable the Authority to verify the calculations that have been made in respect of the Financial Indicators;
- (c) include key financial and other supporting information (including any accounts data that has been relied on) as separate annexes;
- (d) be based on the audited accounts for the date or period on which the Financial Indicator is based or, where the Financial Indicator is not linked to an accounting period or an accounting reference date, on unaudited management accounts prepared in accordance with their normal timetable; and
- (e) include a history of the Financial Indicators reported by the Supplier in graph form to enable the Authority to easily analyse and assess the trends in financial performance.

### **3 FINANCIAL DISTRESS EVENTS**

3.1 The following shall be Financial Distress Events:

- (a) the credit rating of the Supplier Ultimate Parent Company dropping below the applicable Credit Rating Threshold;
- (b) an FDE Group entity issuing a profits warning to a stock exchange or making any other public announcement, in each case about a material deterioration in its financial position or prospects;
- (c) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of an FDE Group entity;
- (d) an FDE Group entity committing a material breach of covenant to its lenders;
- (e) a Key Sub-contractor notifying the Authority that the Supplier has not satisfied any material sums properly due under a specified invoice and not subject to a genuine dispute;



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- (f) any FDE Group entity extends the filing period for filing its accounts with the Registrar of Companies so that the filing period ends more than 9 months after its accounting reference date without an explanation to the Authority which the Authority (acting reasonably) considers to be adequate;
- (g) any FDE Group entity is late to file its annual accounts without a public notification or an explanation to the Authority which the Authority, acting reasonably, considers to be adequate;
- (h) the directors and/or external auditors of any FDE Group entity conclude that a material uncertainty exists in relation to that FDE Group entity's going concern in the annual report including in a reasonable but plausible downside scenario. This includes, but is not limited to, commentary about liquidity and trading prospects in the reports from directors or external auditors;
- (i) any of the following:
  - (i) any FDE Group entity makes a public announcement which contains adverse commentary with regards to that FDE Group entity's liquidity and trading and trading prospects, such as but not limited to, a profit warning or ability to trade as a going concern;
  - (ii) commencement of any litigation against an FDE Group entity with respect to financial indebtedness greater than £5m or obligations under a service contract with a total contract value greater than £5m;
  - (iii) non-payment by an FDE Group entity of any financial indebtedness;
  - (iv) any financial indebtedness of an FDE Group entity becoming due as a result of an event of default;
  - (v) the cancellation or suspension of any financial indebtedness in respect of an FDE Group entity; or
  - (vi) the external auditor of an FDE Group entity expressing a qualified opinion on, or including an emphasis of matter in, its opinion on the statutory accounts of that FDE entity;

in each case which the Authority reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance and delivery of the Services in accordance with this Contract; and

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- (j) any one of the Financial Indicators set out at Paragraph 5 for any of the FDE Group entities failing to meet the required Financial Target Threshold.

#### **4 CONSEQUENCES OF FINANCIAL DISTRESS EVENTS**

- 4.1 Immediately upon notification by the Supplier of a Financial Distress Event (or if the Authority becomes aware of a Financial Distress Event without notification and brings the event to the attention of the Supplier), the Supplier shall have the obligations and the Authority shall have the rights and remedies as set out in Paragraphs 4.3 to 4.5.
- 4.2 In the event of a late or non-payment of a Key Sub-contractor pursuant to Paragraph 3.1(e), the Authority shall not exercise any of its rights or remedies under Paragraph 4.3 without first giving the Supplier 10 Working Days to:
  - (a) rectify such late or non-payment; or
  - (b) demonstrate to the Authority's reasonable satisfaction that there is a valid reason for late or non-payment.
- 4.3 The Supplier shall (and shall procure that any Monitored Supplier shall):
  - (a) at the request of the Authority, meet the Authority as soon as reasonably practicable (and in any event within 3 Working Days of the initial notification (or awareness) of the Financial Distress Event or such other period as the Authority may permit and notify to the Supplier in writing) to review the effect of the Financial Distress Event on the continued performance and delivery of the Services in accordance with this Contract; and
  - (b) where the Authority reasonably believes (taking into account the discussions and any representations made under Paragraph 4.3(a) that the Financial Distress Event could impact on the continued performance and delivery of the Services in accordance with this Contract:
    - (i) submit to the Authority for its approval, a draft Financial Distress Remediation Plan as soon as reasonably practicable (and in any event, within 10 Working Days of the initial notification (or awareness) of the Financial Distress Event or such other period as the Authority may permit and notify to the Supplier in writing); and
    - (ii) to the extent that it is legally permitted to do so and subject to Paragraph 4.7, provide such information relating to the Supplier, any Monitored Supplier and/or the Supplier Ultimate Parent Company the Authority may reasonably

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require in order to understand the risk to the Services, which may include forecasts in relation to cash flow, orders and profits and details of financial measures being considered to mitigate the impact of the Financial Distress Event.

- 4.4 The Authority shall not withhold its approval of a draft Financial Distress Remediation Plan unreasonably. If the Authority does not approve the draft Financial Distress Remediation Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the preparation of a further draft Financial Distress Remediation Plan, which shall be resubmitted to the Authority within 5 Working Days of the rejection of the first draft. This process shall be repeated until the Financial Distress Remediation Plan is either:
- (a) approved by the Authority;
  - (b) referred, by notice sent by either Party to the other Party explaining why it thinks the Financial Distress Remediation Plan has not been approved, to commercial negotiation led by senior representatives who have authority to agree the Financial Distress Remediation Plan to be held within 28 days of the date of the notice; or
  - (c) finally rejected by the Authority.
- 4.5 Following approval of the Financial Distress Remediation Plan by the Authority, the Supplier shall:
- (a) on a regular basis (which shall not be less than fortnightly):
    - (i) review and make any updates to the Financial Distress Remediation Plan as the Supplier may deem reasonably necessary and/or as may be reasonably requested by the Authority, so that the plan remains adequate, up to date and ensures the continued performance and delivery of the Services in accordance with this Contract; and
    - (ii) provide a written report to the Authority setting out its progress against the Financial Distress Remediation Plan, the reasons for any changes made to the Financial Distress Remediation Plan by the Supplier and/or the reasons why the Supplier may have decided not to make any changes;
  - (b) where updates are made to the Financial Distress Remediation Plan in accordance with Paragraph 4.5(a), submit an updated Financial Distress Remediation Plan to the Authority for its approval, and the provisions of Paragraphs 4.4 and 4.5(a) shall apply to the review and approval process for the updated Financial Distress Remediation Plan; and

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- (c) comply with the Financial Distress Remediation Plan (including any updated Financial Distress Remediation Plan) and ensure that it achieves the financial and performance requirements set out in the Financial Distress Remediation Plan.
- 4.6 Where the Supplier reasonably believes that the relevant Financial Distress Event under Paragraph 4.1 (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify the Authority and the Parties may agree that the Supplier shall be relieved of its obligations under Paragraph 4.5.
- 4.7 The Supplier shall use reasonable endeavours to put in place the necessary measures to ensure that the information specified at Paragraph 4.3(b)(ii) is available when required and on request from the Authority and within reasonable timescales. Such measures may include:
  - (a) obtaining in advance written authority from Monitored Suppliers authorising the disclosure of the information to the Authority and/or entering into confidentiality agreements which permit disclosure;
  - (b) agreeing in advance with the Authority and Monitored Suppliers a form of confidentiality agreement to be entered by the relevant parties to enable the disclosure of the information to the Authority;
  - (c) putting in place any other reasonable arrangements to enable the information to be lawfully disclosed to the Authority (which may include making price sensitive information available to Authority nominated personnel through confidential arrangements, subject to their consent); and
  - (d) disclosing the information to the fullest extent that it is lawfully entitled to do so, including through the use of redaction, anonymisation and any other techniques to permit disclosure of the information without breaching a duty of confidentiality.

## **5 FINANCIAL INDICATORS**

- 5.1 Subject to the calculation methodology set out at Annex 3 of this Schedule, the Financial Indicators and the corresponding calculations and thresholds used to determine whether a Financial Distress Event has occurred in respect of those Financial Indicators, shall be as follows:

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Financial Indicator	Calculation <sup>1</sup>	Financial Target Threshold:	Monitoring and Reporting Frequency <i>[if different from the default position set out in Paragraph 2.3(b)]</i>
<b>1</b> <b>Operating Margin</b> <b>OR</b> <b>The higher of (a) the Operating Margin for the most recent 12 month period and (b) the average Operating Margin for the last two 12 month periods</b>	<i>Operating Margin = Operating Profit / Revenue</i>	<b>&gt; 10.0%</b>	<i>Tested and reported half yearly in arrears within 90 days of each half year end based upon figures for the 12 months ending on the relevant half year end</i>
<b>2</b> <b>Free Cash Flow to Net Debt Ratio</b> <b>OR</b> <b>Net Debt to EBITDA Ratio</b>	<i>Free Cash Flow to Net Debt Ratio = Free Cash Flow / Net Debt</i> <b>OR</b> <i>Net Debt to EBITDA ratio = Net Debt / EBITDA</i>	<b>&gt; 15.0%</b> <b>OR</b> <b>&lt; 3 times</b>	<i>Tested and reported half yearly in arrears within 90 days of each half year end based upon Free Cash Flow and EBITDA for the 12 months ending on, and Net Debt at, the relevant half year end</i>
<b>3</b> <b>Net Debt + Net Pension Deficit to EBITDA ratio</b>	<i>Net Debt + Net Pension Deficit to EBITDA Ratio = (Net Debt + Net Pension Deficit) / EBITDA</i>	<b>&lt; 4.5 times</b>	<i>Tested and reported yearly in arrears within 272 days of each accounting reference date based upon EBITDA for the 12 months ending on, and the Net Debt and Net Pension Deficit at, the relevant accounting reference date</i>

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<b>4</b> <b>Net Interest Paid Cover</b>	<i>Net Interest Paid Cover = Earnings Before Interest and Tax / Net Interest Paid</i>	<i>&gt; 4.5 times</i>	<i>Tested and reported half yearly in arrears within 90 days of each half year end based upon figures for the 12 months ending on the relevant half year end</i>
<b>5</b> <b>Acid Ratio</b>	<i>Acid Ratio = (Current Assets – Inventories) / Current Liabilities</i>	<i>&gt; 1.0 times</i>	<i>Tested and reported half yearly in arrears within 90 days of each half year end based upon figures at the relevant half year end</i>
<b>6</b> <b>Net Asset value</b>	<i>Net Asset Value = Net Assets</i>	<i>&gt; £0</i>	<i>Tested and reported half yearly in arrears within 90 days of each half year end based upon figures at the relevant half year end</i>
<b>7</b> <b>Group Exposure Ratio</b>	<i>Group Exposure / Gross Assets</i>	<i>&lt; 25.0%</i>	<i>Tested and reported yearly in arrears within 272 days of each accounting reference date based upon figures at the relevant accounting reference date</i>

Key: <sup>1</sup> – See Annex 3 of this Schedule which sets out the calculation methodology to be used in the calculation of each Financial Indicator.

## 5.2 Monitored Suppliers

<b>Monitored Supplier</b>	Applicable Financial Indicators (these are the Financial Indicators from the table in Paragraph 5.1 which are to apply to the Monitored Suppliers)
Supplier	Expectation is 1-7 above. Note some suppliers may also be routinely monitored by Cabinet Office as part of Crown Strategic Suppliers list and the authority also reserves the right to contract monitor at this level if information is also available

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**6 TERMINATION RIGHTS**

- 6.1 The Authority shall be entitled to terminate this Contract under Clause 31.1(b) (*Termination by the Authority*) if:
- (a) the Supplier fails to notify the Authority of a Financial Distress Event in accordance with Paragraph 2.3(c);
  - (b) the Supplier fails to comply with any part of Paragraph 4.3;
  - (c) the Authority finally rejects a Financial Distress Remediation Plan (or any updated Financial Distress Remediation Plan) in accordance with Paragraphs 4.4 to 4.5(a); and/or
  - (d) the Supplier fails to comply with the terms of the Financial Distress Remediation Plan (or any updated Financial Distress Remediation Plan) in accordance with Paragraph 4.5(c).

**7 PRIMACY OF CREDIT RATINGS**

- 7.1 Without prejudice to the Supplier's obligations and the Authority's rights and remedies under Paragraph 2, if, following the occurrence of a Financial Distress Event pursuant to any of Paragraphs 3.1(b) to 3.1(j), the Rating Agencies review and report subsequently that the credit ratings for the Supplier Ultimate Parent Company does not drop below the relevant Credit Rating Thresholds specified for those entities in Annex 2 of this Schedule, then:
- (a) the Supplier shall be relieved automatically of its obligations under Paragraphs 4.3 to 4.5; and
  - (b) the Authority shall not be entitled to require the Supplier to provide financial information in accordance with Paragraph 4.3(b)(ii).

**8 BOARD CONFIRMATION**

- 8.1 If this Contract has been specified as a Critical Service Contract under Paragraph 1.1 of Part B to Schedule 26 (*Service Continuity Plan and Corporate Resolution Planning*) then, subject to Paragraph 8.4 of this Schedule, the Supplier shall within two hundred and seventy two (272) days after each Accounting Reference Date or where for regulatory compliance reasons this is not possible then at the earliest opportunity or within 15 months of the previous Board Confirmation (whichever is the earlier) provide a Board Confirmation to the Authority in the form set out at Annex 4 of this Schedule, confirming that to the best of the Board's knowledge and belief, it is not aware of and has no knowledge:

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- (a) that a Financial Distress Event has occurred since the later of the Effective Date or the previous Board Confirmation or is subsisting; or
  - (b) of any matters which have occurred or are subsisting that could reasonably be expected to cause a Financial Distress Event.
- 8.2 The Supplier shall ensure that in its preparation of the Board Confirmation it exercises due care and diligence and has made reasonable enquiry of all relevant Supplier Personnel and other persons as is reasonably necessary to understand and confirm the position.
- 8.3 In respect of the first Board Confirmation to be provided under this Contract, the Supplier shall provide the Board Confirmation within 15 months of the Effective Date if earlier than the timescale for submission set out in Paragraph 8.1 of this Schedule.
- 8.4 Where the Supplier is unable to provide a Board Confirmation in accordance with Paragraphs 8.1 to 8.3 of this Schedule due to the occurrence of a Financial Distress Event or knowledge of subsisting matters which could reasonably be expected to cause a Financial Distress Event, it will be sufficient for the Supplier to submit in place of the Board Confirmation, a statement from the Board of Directors to the Authority (and where the Supplier is a Strategic Supplier, the Supplier shall send a copy of the statement to the Cabinet Office Markets and Suppliers Team) setting out full details of any Financial Distress Events that have occurred and/or the matters which could reasonably be expected to cause a Financial Distress Event.

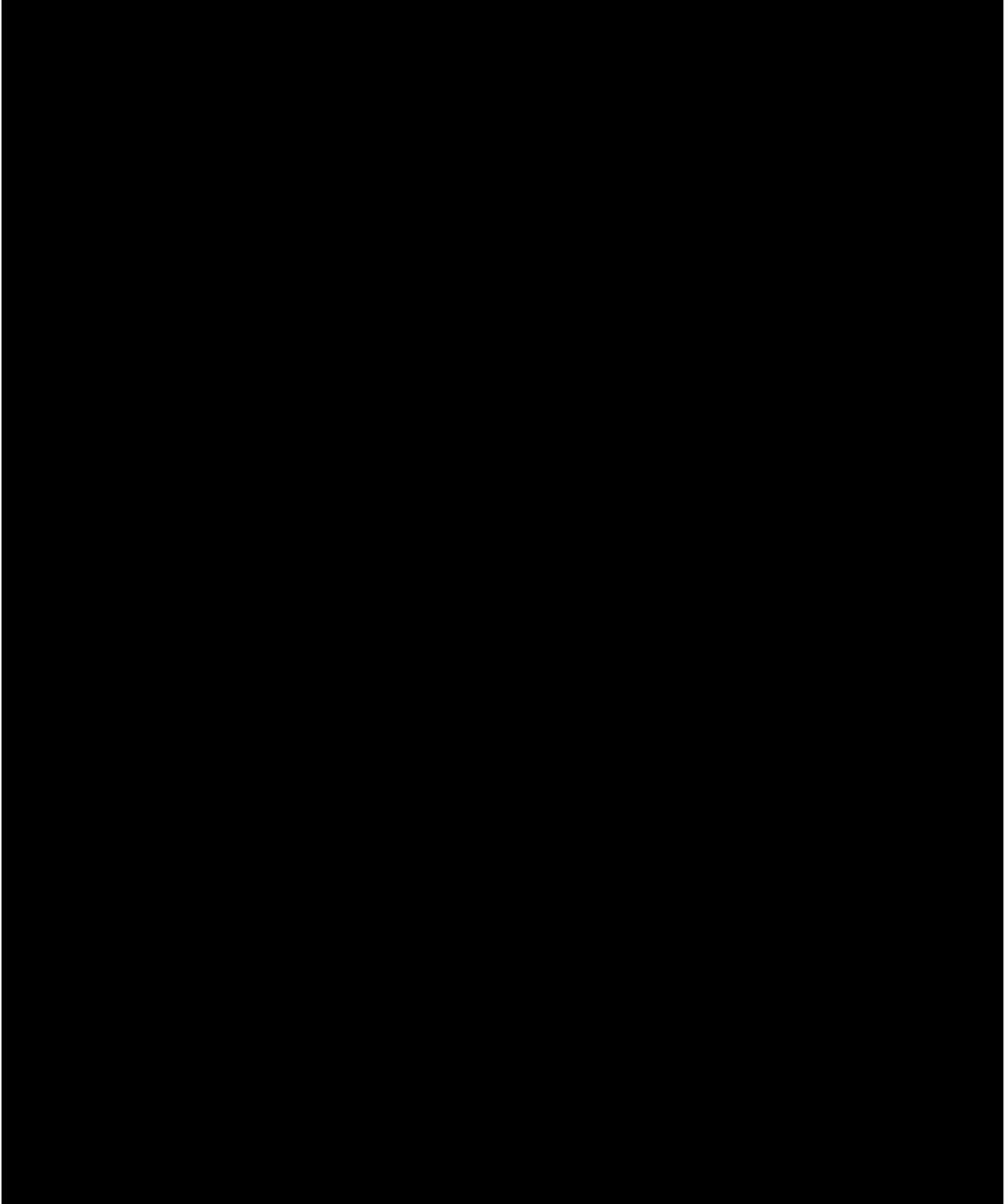


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**ANNEX 1: RATING AGENCIES AND THEIR STANDARD RATING SYSTEM**



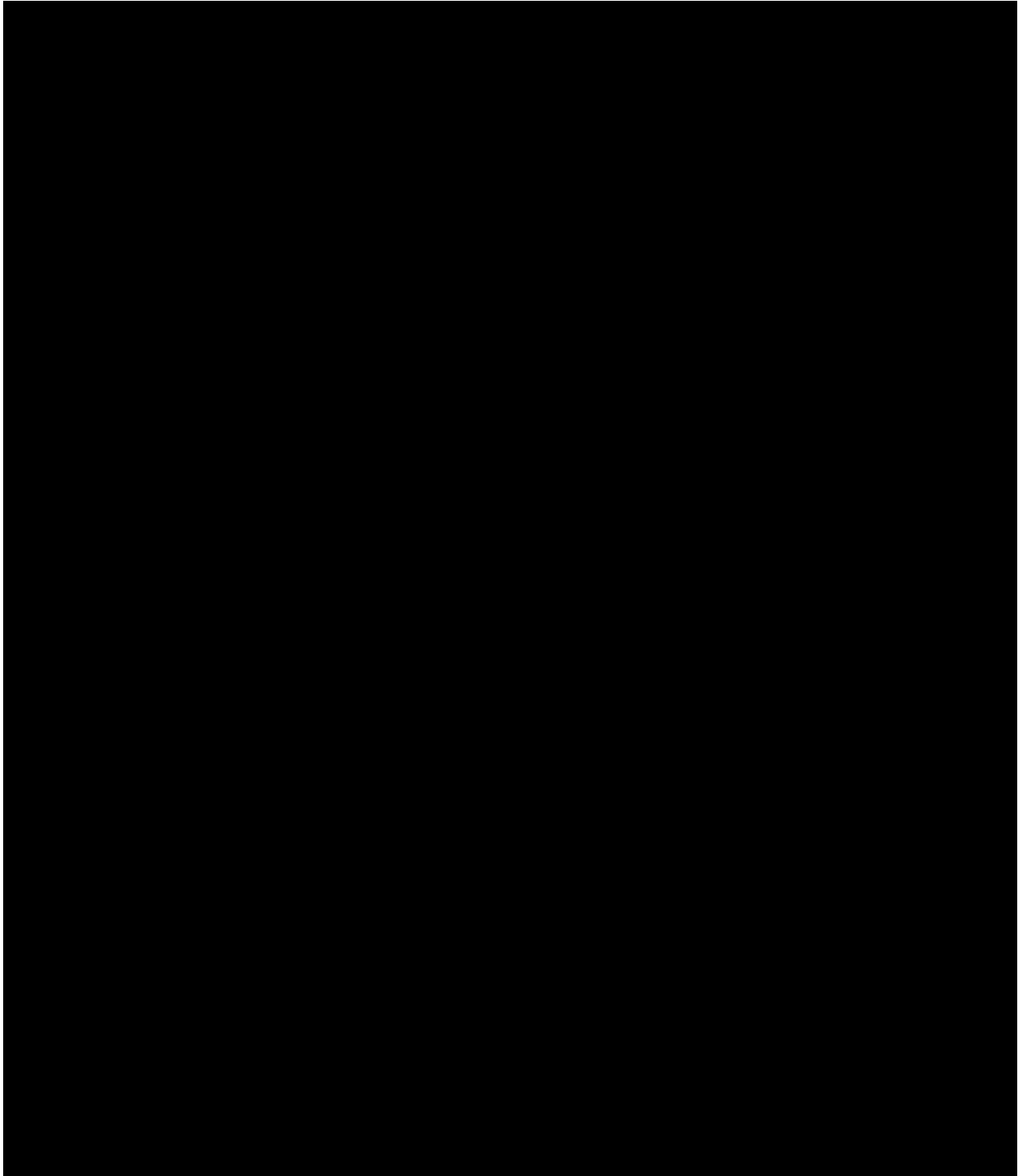
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**ANNEX 2: CREDIT RATINGS AND CREDIT RATING THRESHOLDS**

**[NB. Strictly Confidential]**



### ANNEX 3: CALCULATION METHODOLOGY FOR FINANCIAL INDICATORS

The Supplier shall ensure that it uses the following general and specific methodologies for calculating the Financial Indicators against the Financial Target Thresholds:

#### General methodology

- 1 *Terminology*: The terms referred to in this Annex are those used by UK companies in their financial statements. Where the entity is not a UK company, the corresponding items should be used even if the terminology is slightly different (for example a charity would refer to a surplus or deficit rather than a profit or loss).
- 1 *Groups*: Where the entity is the holding company of a group and prepares consolidated financial statements, the consolidated figures should be used.
- 2 *Foreign currency conversion*: Figures denominated in foreign currencies should be converted at the exchange rate in force at the relevant date for which the Financial Indicator is being calculated.
- 3 *Treatment of non-underlying items*: Financial Indicators should be based on the figures in the financial statements before adjusting for non-underlying items.

#### Specific Methodology

Financial Indicator	Specific Methodology
1 <b>Operating Margin</b>	<p>The elements used to calculate the Operating Margin should be shown on the face of the Income Statement in a standard set of financial statements.</p> <p>Figures for Operating Profit and Revenue should exclude the entity's share of the results of any joint ventures or Associates.</p> <p>Where an entity has an operating loss (i.e. where the operating profit is negative), Operating Profit should be taken to be zero.</p>
2 <b>Free Cash Flow to Net Debt Ratio</b>	<p><b>"Free Cash Flow"</b> = Net Cash Flow from Operating Activities – Capital Expenditure</p> <p><b>"Capital Expenditure"</b> = Purchase of property, plant &amp; equipment + purchase of intangible assets</p>

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<p>OR</p> <p><b>Net Debt to EBITDA Ratio</b></p>	<p><b><i>“Net Debt” = Bank overdrafts + Loans and borrowings + Finance Leases + Deferred consideration payable – Cash and cash equivalents</i></b></p> <p>The majority of the elements used to calculate the Free Cash Flow to Net Debt Ratio should be shown on the face of the Statement of Cash Flows and the Balance Sheet in a standard set of financial statements.</p> <p><u>Net Cash Flow from Operating Activities</u>: This should be stated after deduction of interest and tax paid.</p> <p><u>Capital expenditure</u>: The elements of capital expenditure may be described slightly differently but will be found under ‘Cash flows from investing activities’ in the Statement of Cash Flows; they should be limited to the purchase of fixed assets (including intangible assets) for the business and exclude acquisitions. The figure should be shown gross without any deduction for any proceeds of sale of fixed assets.</p> <p><u>Net Debt</u>: The elements of Net Debt may also be described slightly differently and should be found either on the face of the Balance Sheet or in the relevant note to the financial statements. All interest bearing liabilities (other than retirement benefit obligations) should be treated as borrowings as should, where disclosed, any liabilities (less any assets) in respect of any hedges designated as linked to borrowings (but not non-designated hedges). Borrowings should also include balances owed to other group members.</p> <p>Deferred consideration payable should be included in Net Debt despite typically being non-interest bearing.</p> <p>Cash and cash equivalents should include short-term financial investments shown in current assets.</p> <p>Where Net debt is negative (i.e. an entity has net cash), the relevant Financial Target Threshold should be treated as having been met.</p> <p>OR</p> <p><b><i>“Net Debt” = Bank overdrafts + Loans and borrowings + Finance leases + Deferred consideration payable – Cash and cash equivalents</i></b></p>
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	<p><b><i>“EBITDA” = Operating profit + Depreciation charge + Amortisation charge</i></b></p> <p>The majority of the elements used to calculate the Net Debt to EBITDA Ratio should be shown on the face of the Balance sheet, Income statement and Statement of Cash Flows in a standard set of financial statements but will otherwise be found in the notes to the financial statements.</p> <p><u><i>Net Debt</i></u>: The elements of Net Debt may be described slightly differently and should be found either on the face of the Balance Sheet or in the relevant note to the financial statements. All interest bearing liabilities (other than retirement benefit obligations) should be included as borrowings as should, where disclosed, any liabilities (less any assets) in respect of any hedges designated as linked to borrowings (but not non-designated hedges). Borrowings should also include balances owed to other group members.</p> <p>Deferred consideration payable should be included in Net Debt despite typically being non-interest bearing.</p> <p>Cash and cash equivalents should include short-term financial investments shown in current assets.</p> <p>Where Net debt is negative (i.e. an entity has net cash), the relevant Financial Target Threshold should be treated as having been met.</p> <p><u><i>EBITDA</i></u>: Operating profit should be shown on the face of the Income Statement and, for the purposes of calculating this Financial Indicator, should include the entity’s share of the results of any joint ventures or Associates. <i>The depreciation and amortisation charges for the period may be found on the face of the Statement of Cash Flows or in a Note to the Accounts. Where EBITDA is negative, the relevant Financial Target Threshold should be treated as not having been met (unless Net Debt is also negative, in which case the relevant Financial Target Threshold should be treated as having been met).</i></p>
<p><b>3</b></p> <p><b>Net Debt + Net Pension Deficit to EBITDA ratio</b></p>	<p><b><i>“Net Debt” = Bank overdrafts + Loans and borrowings + Finance leases + Deferred consideration payable – Cash and cash equivalents</i></b></p>

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	<p><b><i>“Net Pension Deficit” = Retirement Benefit Obligations – Retirement Benefit Assets</i></b></p> <p><b><i>“EBITDA” = Operating profit + Depreciation charge + Amortisation charge</i></b></p> <p>The majority of the elements used to calculate the Net Debt + Net Pension Deficit to EBITDA Ratio should be shown on the face of the Balance sheet, Income statement and Statement of Cash Flows in a standard set of financial statements but will otherwise be found in the notes to the financial statements.</p> <p><u>Net Debt</u>: The elements of Net Debt may be described slightly differently and should be found either on the face of the Balance Sheet or in the relevant note to the financial statements. All interest bearing liabilities (other than retirement benefit obligations) should be included as borrowings as should, where disclosed, any liabilities (less any assets) in respect of any hedges designated as linked to borrowings (but <i>not</i> non-designated hedges). Borrowings should also include balances owed to other group members.</p> <p>Deferred consideration payable should be included in Net Debt despite typically being non-interest bearing.</p> <p>Cash and cash equivalents should include short-term financial investments shown in current assets.</p> <p><u>Net Pension Deficit</u>: Retirement Benefit Obligations and Retirement Benefit Assets may be shown on the face of the Balance Sheet or in the notes to the financial statements. They may also be described as pension benefits / obligations, post-employment obligations or other similar terms.</p> <p>Where ‘Net Debt + Net Pension Deficit’ is negative, the relevant Financial Target Threshold should be treated as having been met.</p> <p><u>EBITDA</u>: Operating profit should be shown on the face of the Income Statement and, for the purposes of calculating this Financial Indicator, should include the entity’s share of the results of any joint ventures or Associates.</p>
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	<p>The depreciation and amortisation charges for the period may be found on the face of the Statement of Cash Flows or in a Note to the Accounts.</p> <p>Where EBITDA is negative, the relevant Financial Target Threshold should be treated as not having been met (unless 'Net Debt + Net Pension Deficit' is also negative, in which case the relevant Financial Target Threshold should be regarded as having been met).</p>
<p><b>4</b></p> <p><b>Net Interest Paid Cover</b></p>	<p><b><i>“Earnings Before Interest and Tax” = Operating profit</i></b></p> <p><b><i>“Net Interest Paid” = Interest paid – Interest received</i></b></p> <p>Operating profit should be shown on the face of the Income Statement in a standard set of financial statements and, for the purposes of calculating this Financial Indicator, should include the entity's share of the results of any joint ventures or Associates.</p> <p>Interest received and interest paid should be shown on the face of the Cash Flow statement.</p> <p>Where Net interest paid is negative (i.e. the entity has net interest received), the relevant Financial Target Threshold should be treated as having been met.</p>
<p><b>5</b></p> <p><b>Acid Ratio</b></p>	<p>All elements that are used to calculate the Acid Ratio are available on the face of the Balance Sheet in a standard set of financial statements.</p>
<p><b>6</b></p> <p><b>Net Asset value</b></p>	<p>Net Assets are shown (but sometimes not labelled) on the face of the Balance Sheet of a standard set of financial statements. Net Assets are sometimes called net worth or 'Shareholders' Funds'. They represent the net assets available to the shareholders. Where an entity has a majority interest in another entity in which there are also minority or non-controlling interests (i.e. where it has a subsidiary partially owned by outside investors), Net Assets should be taken inclusive of minority or non-controlling interests (as if the entity owned 100% of such entity).</p>
<p><b>7</b></p>	<p><b><i>“Group Exposure” = Balances owed by Group Undertakings + Contingent liabilities assumed in support of Group Undertakings</i></b></p>

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<b>Group Exposure Ratio</b>	<p><b>“Gross Assets” = Fixed Assets + Current Assets</b></p> <p><u>Group Exposure</u>: Balances owed by (i.e. receivable from) Group Undertakings are shown within Fixed assets or Current assets either on the face of the Balance Sheet or in the relevant notes to the financial statements. In many cases there may be no such balances, in particular where an entity is not a member of a group or is itself the ultimate holding company of the group.</p> <p>Contingent liabilities assumed in support of Group Undertakings are shown in the Contingent Liabilities note in a standard set of financial statements. They include guarantees and security given in support of the borrowings of other group companies, often as part of group borrowing arrangements. Where the contingent liabilities are capped, the capped figure should be taken as their value. Where no cap or maximum is specified, the relevant Financial Target Threshold should automatically be regarded as not having been met.</p> <p>In many cases an entity may not have assumed any contingent liabilities in support of Group Undertakings, in particular where an entity is not a member of a group or is itself the ultimate holding company of the group.</p> <p><u>Gross Assets</u>: Both Fixed assets and Current assets are shown on the face of the Balance Sheet</p>
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## ANNEX 4: BOARD CONFIRMATION

**Supplier Name:**

**Contract Reference Number:**

The Board of Directors acknowledge the requirements set out at paragraph 8 of Schedule 18 (Financial Distress) and confirm that the Supplier has exercised due care and diligence and made reasonable enquiry of all relevant Supplier Personnel and other persons as is reasonably necessary to enable the Board to prepare this statement.

The Board of Directors confirms, to the best of its knowledge and belief, that as at the date of this Board Confirmation it is not aware of and has no knowledge:

- (a) that a Financial Distress Event has occurred since the later of the previous Board Confirmation and the Effective Date or is subsisting;  
or
- (b) of any matters which have occurred or are subsisting that could reasonably be expected to cause a Financial Distress Event

On behalf of the Board of Directors:

Chair .....

Signed .....

Date .....

Director .....

Signed .....

Date .....

## **SCHEDULE 19**

### **FINANCIAL REPORTS AND AUDIT RIGHTS**

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## 1 DEFINITIONS

1.1 In this Schedule, the following definitions shall apply:

<b>“Annual Contract Report”</b>	the annual contract report to be provided by the Supplier to the Authority pursuant to Paragraph 1 of Part B;
<b>“Audit Agents”</b>	<ul style="list-style-type: none"><li>(a) the Authority’s internal and external auditors;</li><li>(b) the Authority’s statutory or regulatory auditors;</li><li>(c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;</li><li>(d) HM Treasury or the Cabinet Office;</li><li>(e) any party formally appointed by the Authority to carry out audit or similar review functions; and</li><li>(f) successors or assigns of any of the above;</li></ul>
<b>“Contract Amendment Report”</b>	the contract amendment report to be provided by the Supplier to the Authority pursuant to Paragraph 1 of Part B;
<b>“Final Reconciliation Report”</b>	the final reconciliation report to be provided by the Supplier to the Authority pursuant to Paragraph 1 of Part B;
<b>“Financial Model”</b>	the Contract Inception Report, the latest Annual Contract Report or the latest Contract Amendment Report, whichever has been most recently approved by the Authority in accordance with Paragraph 2 of Part B;
<b>“Financial Reports”</b>	the Contract Inception Report and the reports listed in the table in Paragraph 1.1 of Part B;
<b>“Financial Representative”</b>	a reasonably skilled and experienced member of the Supplier’s staff who has specific responsibility for preparing, maintaining, facilitating access to, discussing and explaining the Open Book Data and Financial Reports;

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**“Material Change”**

a Change which:

- (a) materially changes the profile of the Charges; or
- (b) varies the total Charges payable during the Term (as forecast in the latest Financial Model) by:
  - (i) 5% or more; or
  - (ii) £1m or more.

**"Quarterly Contract Report"**

the quarterly contract report to be provided by the Supplier to the Authority pursuant to Paragraph 1 of Part B;

## PART A: NOT USED

### 1 NOT USED.

## PART B: FINANCIAL REPORTS

### 1 PROVISION OF THE FINANCIAL REPORTS

#### 1.1 The Supplier shall provide

- (a) the Contract Inception Report on or before the Effective Date; and
- (b) during the Term the following financial reports to the Authority, in the frequency specified below:

Financial Report	When to be provided
<b>Contract Amendment Report</b>	Within 1 month of a Material Change being agreed between the Supplier and the Authority
<b>Quarterly Contract Report</b>	Within 1 month of the end of each Quarter
<b>Annual Contract Report</b>	Within 1 month of the end of the Contract Year to which that report relates
<b>Final Reconciliation Report</b>	Within 6 months after the end of the Term

1.2 The Supplier shall provide to the Authority the Financial Reports in the same software package (Microsoft Excel or Microsoft Word), layout and format as the blank templates which have been issued by the Authority to the Supplier on or before the Effective Date for the purposes of this Contract. The Authority shall be entitled to modify the template for any Financial Report by giving written notice to the Supplier, including a copy of the updated template.

1.3 A copy of each Financial Report shall be held by both the Authority and the Supplier. If there is a Dispute regarding a Financial Report, the Authority's copy of the relevant Financial Report shall be authoritative.

1.4 Each Financial Report shall:

- (a) be completed by the Supplier using reasonable skill and care;
- (b) incorporate and use the same defined terms as are used in this Contract;
- (c) quote all monetary values in pounds sterling;

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- (d) quote all Costs as exclusive of any VAT; and
  - (e) quote all Costs and Charges based on current prices.
- 1.5 Each Annual Contract Report and the Final Reconciliation Report shall be certified by the Supplier's Chief Financial Officer or Director of Finance (or equivalent as agreed in writing by the Authority in advance of issue of the relevant Financial Report), acting with express authority, as:
- (a) being accurate and not misleading;
  - (b) having been prepared in conformity with generally accepted accounting principles within the United Kingdom;
  - (c) being a true and fair reflection of the information included within the Supplier's management and statutory accounts; and
  - (d) compliant with the requirements of Paragraph 1.6.
- 1.6 The Supplier shall:
- (a) prepare each Financial Report using the same methodology as that used for the Contract Inception Report;
  - (b) to the extent permitted by Law, ensure that each Annual Contract Report and each Contract Amendment Report (if any) is a true and fair reflection of the Costs and Supplier Profit Margin forecast by the Supplier;
  - (c) to the extent permitted by Law, ensure that the Final Reconciliation Report is a true and fair reflection of the Costs; and
  - (d) not have any other internal financial model in relation to the Services inconsistent with the Financial Model.
- 1.7 During the Term, and for a period of 18 months following the end of the Term, the Supplier shall make available the Financial Representative at reasonable times and on reasonable notice to answer any queries that the Authority may have on any of the Financial Reports.
- 1.8 If the Supplier becomes aware of the occurrence, or the likelihood of the future occurrence, of an event which will or may have a material effect on the following:
- (a) the Costs incurred (or those forecast to be incurred) by the Supplier; and/or
  - (b) the forecast Charges for the remainder of the Term,
- the Supplier shall, as soon as practicable, notify the Authority in writing of the event in question detailing the actual or anticipated effect. For the avoidance of doubt, notifications provided in accordance with this Paragraph 1.8 shall not have the effect of amending any provisions of this Contract.

## **2 FINANCIAL MODEL**

- 2.1 Following the delivery by the Supplier of each Annual Contract Report and any Contract Amendment Report:
- (a) the Parties shall meet to discuss its contents within 10 Working Days of receipt (or such other period as the Parties shall agree). The Financial Representative shall attend the meeting;
  - (b) the Supplier shall make appropriate Supplier Personnel and advisers available to discuss any variations between the relevant Financial Report and the Contract Inception Report or immediately preceding Annual Contract Report or Contract Amendment Report (as the case may be) and to explain such variations (with reference to supporting evidence) to the satisfaction of the Authority; and
  - (c) the Authority shall either within 10 Working Days of the meeting referred to in Paragraph 2.1(a) notify the Supplier that:
    - (i) the relevant Financial Report contains errors or omissions or that further explanations or supporting information is required, in which event the Supplier shall make any necessary modifications to the Financial Report and/or supply the Authority with such supporting evidence as is required to address the Authority's concerns within 10 Working Days of such notification and the Authority shall following receipt of such amended Financial Report and/or supporting information, approve or reject such Financial Report; or
    - (ii) the Authority has approved the relevant Financial Report.
- 2.2 Following approval by the Authority of the relevant Financial Report in accordance with Paragraph 2.1(c), that version shall become, with effect from the date of such approval, the current approved version of the Financial Model for the purposes of this Contract, a version of which shall be held by both the Authority and the Supplier. If there is a Dispute regarding a Financial Report, the Authority's copy of the relevant Financial Report shall be authoritative.
- 2.3 If the Parties are unable to reach agreement on any Financial Report within 30 Working Days of its receipt by the Authority, the matter shall be referred for determination in accordance with Schedule 23 (Dispute Resolution Procedure).

## **3 DISCUSSION OF QUARTERLY CONTRACT REPORTS AND FINAL RECONCILIATION REPORT**

- 3.1 Following the delivery by the Supplier of each Quarterly Contract Report, the Parties shall meet to discuss its contents within 10 Working Days of receipt



(or such other period as the Parties shall agree). The Financial Representative shall attend the meeting.

- 3.2 Following the delivery by the Supplier of the Final Reconciliation Report, the Parties shall meet to discuss its contents within 10 Working Days of receipt (or such other period as the Parties shall agree). The Financial Representative shall attend the meeting.

#### **4 KEY SUB CONTRACTORS**

- 4.1 The Supplier shall, if requested by the Authority, provide (or procure the provision of) a report or reports including the level of information set out in the Financial Reports in relation to the costs and expenses to be incurred by any of its Key Sub-contractors.
- 4.2 Without prejudice to Paragraph 1.1 of Part C, the Supplier shall:
- (a) be responsible for auditing the financial models/reports of its Key Sub-contractors and for any associated costs and expenses incurred or forecast to be incurred; and
  - (b) on written request by the Authority, provide the Authority or procure that the Authority is provided with:
    - (i) full copies of audit reports for the Key Sub-contractors. The Authority shall be entitled to rely on such audit reports; and
    - (ii) further explanation of, and supporting information in relation to, any audit reports provided.

## **PART C: AUDIT RIGHTS**

### **1 AUDIT RIGHTS**

- 1.1 The Authority, acting by itself or through its Audit Agents, shall have the right during the Term and for a period of 18 months thereafter, to assess compliance by the Supplier and/or its Key Sub-contractors of the Supplier's obligations under this Contract, including for the following purposes:
- (a) to verify the integrity and content of any Financial Report;
  - (b) to verify the accuracy of the Charges and any other amounts payable by the Authority under this Contract (and proposed or actual variations to such Charges and payments);
  - (c) not used;
  - (d) not used;
  - (e) to verify the Supplier's and each Key Sub-contractor's compliance with this Contract and applicable Law;
  - (f) 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;
  - (g) to identify or investigate any circumstances which may impact upon the financial stability of the Supplier, the Guarantor and/or any Key Sub-contractors or their ability to perform the Services;
  - (h) 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 Auditor General;
  - (i) to review any books of account and the internal contract management accounts kept by the Supplier in connection with this Contract;
  - (j) 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;
  - (k) 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;
  - (l) to verify the accuracy and completeness of any Management Information delivered or required by this Contract;

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- (m) to review any Performance Monitoring Reports and/or other records relating to the Supplier's performance of the Services and to verify that these reflect the Supplier's own internal reports and records;
  - (n) to inspect the IT Environment (or any part of it) and the wider service delivery environment (or any part of it);
  - (o) to review the accuracy and completeness of the Registers;
  - (p) to review any records created during the design and development of the Supplier System and pre-operational environment such as information relating to Testing;
  - (q) to review the Supplier's quality management systems (including all relevant Quality Plans and any quality manuals and procedures);
  - (r) to review the Supplier's compliance with the Standards;
  - (s) to inspect the Authority Assets, including the Authority's IPRs, equipment and facilities, for the purposes of ensuring that the Authority Assets are secure and that any register of assets is up to date; and/or
  - (t) to review the integrity, confidentiality and security of the Authority Data.
- 1.2 Except where an audit is imposed on the Authority by a regulatory body or where the Authority has reasonable grounds for believing that the Supplier has not complied with its obligations under this Contract or the audit is to identify or investigate actual or suspected fraud, impropriety or accounting mistakes or breach or threatened breach of security, the Authority may not conduct an audit of the Supplier or of the same Key Sub-contractor more than twice in any Contract Year.
- 1.3 Nothing in this Contract shall prevent or restrict the rights of the Comptroller and/or Auditor General and/or their representatives from carrying out an audit, examination or investigation of the Supplier and/or any of the Key Sub-contractors for the purposes of and pursuant to applicable Law.
- 2 CONDUCT OF AUDITS**
- 2.1 The Authority shall during each audit comply with those security, sites, systems and facilities operating procedures of the Supplier that the Authority deems reasonable and use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Supplier or delay the provision of the Services.
- 2.2 Subject to the Authority's obligations of confidentiality, the Supplier shall on demand provide the Authority and the Audit Agents with all reasonable co-operation and assistance (and shall procure such co-operation and assistance from its Sub-contractors) in relation to each audit, including:

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- (a) all information requested by the Authority within the permitted scope of the audit;
  - (b) reasonable access to any Sites and to any equipment used (whether exclusively or non-exclusively) in the performance of the Services;
  - (c) access to the Supplier System; and
  - (d) access to Supplier Personnel.
- 2.3 The Supplier shall implement all measurement and monitoring tools and procedures necessary to measure and report on the Supplier's performance of the Services against the applicable Performance Indicators at a level of detail sufficient to verify compliance with the Performance Indicators.
- 2.4 The Authority shall endeavour to (but is not obliged to) provide at least 15 Working Days' notice of its intention to conduct an audit.
- 2.5 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Paragraph 2, unless the audit identifies a material Default by the Supplier in which case the Supplier shall reimburse the Authority for all the Authority's reasonable costs incurred in connection with the audit.
- 3 USE OF SUPPLIER'S INTERNAL AUDIT TEAM**
- 3.1 As an alternative to the Authority's right pursuant to Paragraph 1.1 to exercise an audit either itself or through its Audit Agents, the Authority may require in writing that an audit is undertaken by the Supplier's own internal audit function for any of the purposes set out in Paragraph 1.1.
- 3.2 Following the receipt of a request from the Authority under Paragraph 3.1 above, the Supplier shall procure that the relevant audit is undertaken as soon as reasonably practicable and that the Authority has unfettered access to:
  - (a) the resultant audit reports; and
  - (b) all relevant members of the Supplier's internal audit team for the purpose of understanding such audit reports.
- 4 RESPONSE TO AUDITS**
- 4.1 If an audit undertaken pursuant to Paragraphs 1 or 3 identifies that:
  - (a) the Supplier has committed a Default, the Authority may (without prejudice to any rights and remedies the Authority may have) require the Supplier to correct such Default as soon as reasonably practicable and, if such Default constitutes a Notifiable Default, to comply with the Rectification Plan Process;

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- (b) there is an error in a Financial Report, the Supplier shall promptly rectify the error;
- (c) the Authority has overpaid any Charges, the Supplier shall pay to the Authority:
  - (i) the amount overpaid;
  - (ii) interest on the amount overpaid at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the date of overpayment by the Authority up to the date of repayment by the Supplier; and
  - (iii) the reasonable costs incurred by the Authority in undertaking the audit,the Authority may exercise its right to deduct such amount from the Charges if it prefers; and
- (d) the Authority has underpaid any Charges, the Supplier shall not be entitled to increase the Charges paid or payable by the Authority.

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**SCHEDULE 20**

**NOT USED**

## **SCHEDULE 21**

## **GOVERNANCE**

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**1 DEFINITIONS**

1.1 In this Schedule, the following definitions shall apply:

**“Board Member”** the initial persons appointed by the Authority and Supplier to the Boards as set out in Annex 1 and any replacements from time to time agreed by the Parties in accordance with Paragraph 3.3;

**“Boards”** the Service Management Board, Programme Board, Change Management Board, Technical Board and Risk Management Board and **“Board”** shall mean any of them;

**“Change Management Board”** the body described in Paragraph 6;

**“Project Managers”** the individuals appointed as such by the Authority and the Supplier in accordance with Paragraph 2;

**“Risk Management Board”** the body described in Paragraph 8;

**“Service Management Board”** the body described in Paragraph 4; and

**“Technical Board”** the body described in Paragraph 7.

**2 MANAGEMENT OF THE SERVICES**

2.1 The Supplier and the Authority shall each appoint a project manager for the purposes of this Contract through whom the Services shall be managed at a day-to-day.

2.2 Both Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.

**3 BOARDS**

**Establishment and structure of the Boards**

3.1 The Boards shall be established by the Authority for the purposes of this Contract on which both the Supplier and the Authority shall be represented.

3.2 In relation to each Board, the:

(a) Authority Board Members;

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- (b) Supplier Board Members;
  - (c) frequency that the Board shall meet (unless otherwise agreed between the Parties);
  - (d) location of the Board's meetings; and
  - (e) planned start date by which the Board shall be established,
- shall be as set out in Annex 1.

3.3 In the event that either Party wishes to replace any of its appointed Board Members, that Party shall notify the other in writing of the proposed change for agreement by the other Party (such agreement not to be unreasonably withheld or delayed). Notwithstanding the foregoing it is intended that each Authority Board Member has at all times a counterpart Supplier Board Member of equivalent seniority and expertise.

**Board meetings**

3.4 Each Party shall ensure that its Board Members shall make all reasonable efforts to attend Board meetings at which that Board Member's attendance is required. If any Board Member is not able to attend a Board meeting, that person shall use all reasonable endeavours to ensure that:

- (a) a delegate attends the relevant Board meeting in his/her place who (wherever possible) is properly briefed and prepared; and
- (b) that he/she is debriefed by such delegate after the Board Meeting.

3.5 A chairperson shall be appointed by the Authority for each Board as identified in Annex 1. The chairperson shall be responsible for:

- (a) scheduling Board meetings;
- (b) setting the agenda for Board meetings and circulating to all attendees in advance of such meeting;
- (c) chairing the Board meetings;
- (d) monitoring the progress of any follow up tasks and activities agreed to be carried out following Board meetings;
- (e) ensuring that minutes for Board meetings are recorded and disseminated electronically to the appropriate persons and to all Board meeting participants within seven Working Days after the Board meeting; and
- (f) facilitating the process or procedure by which any decision agreed at any Board meeting is given effect in the appropriate manner.

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- 3.6 Board meetings shall be quorate as long as at least two representatives from each Party are present.
- 3.7 The Parties shall ensure, as far as reasonably practicable, that all Boards shall as soon as reasonably practicable resolve the issues and achieve the objectives placed before them. Each Party shall endeavour to ensure that Board Members are empowered to make relevant decisions or have access to empowered individuals for decisions to be made to achieve this.

**4 ROLE OF THE SERVICE MANAGEMENT BOARD**

- 4.1 The Service Management Board shall be responsible for the executive management of the Services and shall:
- (a) be accountable to the Programme Board for comprehensive oversight of the Services and for the senior management of the operational relationship between the Parties;
  - (b) report to the Programme Board on significant issues requiring decision and resolution by the Programme Board and on progress against the high level Implementation Plan;
  - (c) receive reports from the Project Managers on matters such as issues relating to delivery of existing Services and performance against Performance Indicators, progress against the Implementation Plan and possible future developments;
  - (d) review and report to the Programme Board on service management, co-ordination of individual projects and any integration issues;
  - (e) deal with the prioritisation of resources and the appointment of Project Managers on behalf of the Parties;
  - (f) consider and resolve Disputes (including Disputes as to the cause of a Delay or the performance of the Services) in the first instance and if necessary escalate the Dispute to the Programme Board; and
  - (g) develop operational/supplier relationship and develop and propose the relationship development strategy and ensure the implementation of the same.

**5 ROLE OF THE PROGRAMME BOARD**

- 5.1 The Programme Board shall:
- (a) provide senior level guidance, leadership and strategy for the overall delivery of the Services;

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- (b) be the point of escalation from the Change Management Board, the Technical Board and the Service Management Board; and
- (c) carry out the specific obligations attributed to it in Paragraph 5.2.

**5.2 The Programme Board shall:**

- (a) ensure that this Contract is operated throughout the Term in a manner which optimises the value for money and operational benefit derived by the Authority and the commercial benefit derived by the Supplier;
- (b) receive and review reports from the Service Management Board and review reports on technology, service and other developments that offer potential for improving the benefit that either Party is receiving, in particular value for money;
- (c) determine business strategy and provide guidance on policy matters which may impact on the implementation of the Services or on any Optional Services;
- (d) authorise the commissioning and initiation of, and assess opportunities for, Optional Services; and
- (e) provide guidance and authorisation to the Change Management Board on relevant Changes.

**6 ROLE OF THE CHANGE MANAGEMENT BOARD**

**6.1** The Change Management Board shall assess the impact and approve or reject all Change Requests. Changes which will have a significant impact on the Services shall be escalated to the Programme Board.

**6.2 The Change Management Board shall:**

- (a) analyse and record the impact of all Changes, specifically whether the proposed Change:
  - (i) has an impact on other areas or aspects of this Contract and/or other documentation relating to the Services;
  - (ii) has an impact on the ability of the Authority to meet its agreed business needs within agreed time-scales;
  - (iii) will raise any risks or issues relating to the proposed Change; and
  - (iv) will provide value for money in consideration of any changes to the Financial Model, future Charges and/or Performance Indicators and Target Performance Levels;

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- (b) provide recommendations, seek guidance and authorisation from the Programme Board as required; and
- (c) approve or reject (close) all proposed Changes.

## **7 ROLE OF THE TECHNICAL BOARD**

7.1 The Technical Board shall be accountable to the Programme Board for oversight of the technology used in the Supplier Solution and ensuring that technological choices are made to maximise the long term value of the Supplier Solution as a business asset of the Authority.

7.2 The Technical Board shall:

- (a) ensure compliance with the Standards, Matrix Enterprise Architecture Principles and Matrix Design Principles;
- (b) grant dispensations for variations from such compliance where appropriate;
- (c) assure the coherence and consistency of the systems architecture for the Supplier Solution;
- (d) monitor developments in new technology and reporting on their potential benefit to the Services;
- (e) provide advice, guidance and information on technical issues; and
- (f) assure that the technical architecture of the Supplier Solution is aligned to the Service Requirements and has sufficient flexibility to cope with future requirements of the Authority.

## **8 ROLE OF THE RISK MANAGEMENT BOARD**

8.1 The Risk Management Board shall identify and manage risks relating to the performance of the Services.

8.2 The Risk Management Board shall:

- (a) provide assurance to the Programme Board that risks are being effectively managed across the Services, including reporting the 'top 5' risks to the Programme Board on a monthly basis;
- (b) identify the risks to be reported to the Programme Board via the regular risk reports;
- (c) subject to the Change Control Procedure, accept or reject new risks proposed for inclusion in the Risk Register;
- (d) ratify or refuse requests to close risks on the Risk Register; and

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- (e) identify risks relating to or arising out of the performance of the Services and provisional owners of these risks.

**9 CONTRACT MANAGEMENT MECHANISMS**

- 9.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Contract.
- 9.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Authority, processes for:
  - (a) the identification and management of risks;
  - (b) the identification and management of issues; and
  - (c) monitoring and controlling project plans.
- 9.3 The Risk Register shall be updated by the Supplier and submitted for review by the Risk Management Board.

**10 ANNUAL REVIEW**

- 10.1 An annual review meeting shall be held throughout the Term on a date to be agreed between the Parties.
- 10.2 The meetings shall be attended by the Programme Director of the Supplier and the Programme Director of the Authority and any other persons considered by the Authority necessary for the review.

## ANNEX 1: REPRESENTATION AND STRUCTURE OF BOARDS

### Service Management Board

Authority Members of Service Management Board	<ul style="list-style-type: none"><li>• Programme Director (Chairperson)</li><li>• Programme Manager (Deputy Chairperson)</li><li>• Single Departmental Leads</li><li>• Lead Technical for Matrix Cluster departments</li><li>• Lead Commercial Director for Matrix Cluster departments</li><li>• Lead Digital Director for Matrix Cluster departments</li><li>• Cloud User Departmental Lead</li><li>• HR/User Engagement Lead</li><li>• Finance Lead</li><li>• HR Directors</li><li>• PMO (Secretariat)</li></ul>
Supplier Members of Service Management Board	<ul style="list-style-type: none"><li>• Programme Director</li><li>• Change Strategy Lead</li><li>• Engagement Manager</li></ul>
Start Date for Service Management Board meetings	as agreed between the Parties
Frequency of Service Management Board meetings	as agreed between the Parties, anticipated to be once every 6 weeks
Location of Service Management Board meetings	as agreed between the Parties

### Programme Board

Authority members of Programme Board	<ul style="list-style-type: none"><li>• Programme Director (Chairperson)</li><li>• Programme Manager (Deputy Chairperson)</li><li>• Departmental Lead representatives</li><li>• Commercial and Digital Departmental Leads</li></ul>
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	<ul style="list-style-type: none"><li>• UKSBS representative</li><li>• Exec Team – key presenters</li><li>• PMO (Secretariat)</li></ul>
Supplier members of Programme Board	<ul style="list-style-type: none"><li>• Programme Director</li><li>• Engagement Manager</li><li>• Enterprise Architect</li><li>• Change Strategy Lead</li></ul>
Start date for Programme Board meetings	as agreed between the Parties
Frequency of Programme Board meetings	as agreed between the Parties, anticipated to be quarterly
Location of Programme Board meetings	as agreed between the Parties

**Change Management Board**

Authority Members of Change Management Board	<ul style="list-style-type: none"><li>• Programme Manager (Chairperson)</li><li>• Head of PMO (Deputy Chairperson)</li><li>• Matrix Programme Planner</li><li>• Matrix Strategic and Benefits Lead</li><li>• Matrix Change Lead</li><li>• Matrix PMO Change Control Lead</li><li>• Matrix Change Control Team (Secretariat)</li></ul> <p>Attendees on-need-basis:</p> <ul style="list-style-type: none"><li>• Matrix Workstream leads</li><li>• Matrix Technology Representative</li><li>• Departmental Change Leads</li><li>• Single Departmental Lead or Deputy</li><li>• Functional Directors (HR/Finance/Commercial/Digital); or nominated delegated deputy</li></ul>
Supplier Members of Change Management Board	<ul style="list-style-type: none"><li>• Programme Director</li><li>• Contract Manager</li></ul>



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	<ul style="list-style-type: none"><li>• Change Strategy Lead</li><li>• Programme management office lead</li></ul>
Start Date for Change Management Board meetings	as agreed between the Parties
Frequency of Change Management Board meetings	as agreed between the Parties, anticipated to be once every 6 weeks
Location of Change Management Board meetings	as agreed between the Parties

**Technical Board**

Authority Members of Technical Board	<ul style="list-style-type: none"><li>• Portfolio Enterprise Architect</li><li>• Technology Workstream Lead</li><li>• Rapid Adopter Department representative (single point of contact per department - for Tech / Architecture / Data / Security)</li><li>• Cloud User (single point of contact per department - for Tech / Architecture / Data / Security)</li><li>• Matrix Data Lead</li><li>• Matrix BDA Lead</li><li>• Business Change Lead</li><li>• GBS Representative</li><li>• SSC Lead (future) - Tech &amp; Security</li><li>• PMO (Secretariat)</li></ul>
Supplier Members of Technical Board	<ul style="list-style-type: none"><li>• Programme Director</li><li>• Enterprise Architect</li></ul>
Start Date for Technical Board meetings	as agreed between the Parties
Frequency of Technical Board meetings	as agreed between the Parties, anticipated to be Monthly
Location of Technical Board meetings	as agreed between the Parties

### Risk Management Board

Authority Members for Risk Management Board	<ul style="list-style-type: none"><li>• Programme Director (Chairperson)</li><li>• Deputy Directors - Pillar Leads</li><li>• Project Managers (With open Risks registered in the RAID log)</li><li>• Representation from the PMO:<ul style="list-style-type: none"><li>○ PMO Lead</li><li>○ PMO Tracking &amp; Reporting Lead</li></ul></li></ul>
Supplier Members for Risk Management Board	<ul style="list-style-type: none"><li>• Programme Director</li><li>• Programme management office lead</li><li>• Contract Manager</li><li>• Enterprise Architect</li></ul>
Start Date for Risk Management Board meetings	as agreed between the Parties
Frequency of Risk Management Board meetings	as agreed between the Parties, anticipated to be Bi-Monthly
Location of Risk Management Board meetings	as agreed between the Parties

## **SCHEDULE 22**

### **CHANGE CONTROL PROCEDURE**

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**1 DEFINITIONS**

1.1 In this Schedule, the following definitions shall apply:

<b>“Authority Change Manager”</b>	the person appointed to that position by the Authority from time to time and notified in writing to the Supplier or, if no person is notified, the Authority Representative;
<b>“Change Request”</b>	a written request for a Contract Change which shall be substantially in the form of Annex 1;
<b>“Change Communication”</b>	any Change Request, Impact Assessment, Change Authorisation Note or other communication sent or required to be sent pursuant to this Schedule;
<b>“Fast-track Change”</b>	any Contract Change which the Parties agree to expedite in accordance with Paragraph 8;
<b>“Impact Assessment”</b>	an assessment of a Change Request in accordance with Paragraph 5;
<b>“Impact Assessment Estimate”</b>	has the meaning given in Paragraph 4.3;
<b>“Receiving Party”</b>	the Party which receives a proposed Contract Change; and
<b>“Supplier Change Manager”</b>	the person appointed to that position by the Supplier from time to time and notified in writing to the Authority or, if no person is notified, the Supplier Representative.

**2 GENERAL PRINCIPLES OF CHANGE CONTROL PROCEDURE**

2.1 This Schedule sets out the procedure for dealing with Changes.

2.2 Operational Changes shall be processed in accordance with Paragraph 9. If either Party is in doubt about whether a change falls within the definition of an Operational Change, then it must be processed as a Contract Change.

2.3 The Parties shall deal with Contract Change as follows:

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- (a) either Party may request a Contract Change which they shall initiate by issuing a Change Request in accordance with Paragraph 4;
  - (b) unless this Contract otherwise requires, the Supplier shall assess and document the potential impact of a proposed Contract Change in accordance with Paragraph 5 before the Contract Change can be either approved or implemented;
  - (c) 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 6;
  - (d) the Supplier shall have the right to reject a Change Request solely in the manner set out in Paragraph 7;
  - (e) 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 6.2; and
  - (f) if a proposed Contract Change is a Fast-track Change, it shall be processed in accordance with Paragraph 8.
- 2.4 To the extent that any Contract Change requires testing and/or a programme for implementation, then the Parties shall follow the procedures set out in Schedule 14 (Testing Procedures), and, where appropriate, the Change Authorisation Note relating to such a Contract Change shall specify Milestones and/or a Key Milestone and Milestone Date(s) in respect of such Contract Change for the purposes of such procedures.
- 2.5 Until a Change Authorisation Note has been signed and issued by the Authority in accordance with Paragraph 6.2, then:
- (a) 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
  - (b) any discussions, negotiations or other communications which may take place between the Authority and the Supplier in connection with any proposed Contract Change, including the submission of any Change Communications, shall be without prejudice to each Party's other rights under this Contract.
- 2.6 The Supplier shall:
- (a) within 10 Working Days of the Authority's signature and issue of a Change Authorisation Note, deliver to the Authority a copy of this Contract updated to reflect all Contract Changes agreed in the relevant Change Authorisation Note and annotated with a reference

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to the Change Authorisation Note pursuant to which the relevant Contract Changes were agreed; and

- (b) thereafter provide to the Authority such further copies of the updated Contract as the Authority may from time to time request.

### **3 COSTS**

#### **3.1 Subject to Paragraph 3.3:**

- (a) the costs of preparing each Change Request shall be borne by the Party making the Change Request; and
- (b) the costs incurred by the Supplier in undertaking an Impact Assessment shall be borne by the Party making the Change Request provided that the Authority shall not be required to pay any such costs if:
  - (i) such costs are below £5,000;
  - (ii) the Supplier is able to undertake the Impact Assessment by using resources already deployed in the provision of the Services; or
  - (iii) such costs exceed those in the accepted Impact Assessment Estimate.

#### **3.2 The cost of any Contract Change shall be calculated and charged in accordance with the principles and day rates or day costs (as applicable) set out in Schedule 15 (Charges and Invoicing). The Supplier shall be entitled to increase the Charges only if it can demonstrate in the Impact Assessment that the proposed Contract Change requires additional resources and, in any event, any change to the Charges resulting from a Contract Change (whether the change will cause an increase or a decrease in the Charges) will be strictly proportionate to the increase or decrease in the level of resources required for the provision of the Services as amended by the Contract Change.**

#### **3.3 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.**

### **4 CHANGE REQUEST**

#### **4.1 Either Party may issue a Change Request to the other Party at any time during the Term. A Change Request shall be substantially in the form of Annex 1 and state whether the Party issuing the Change Request considers the proposed Contract Change to be a Fast-track Change.**

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- 4.2 If the Supplier issues the Change Request, then it shall also provide an Impact Assessment to the Authority as soon as is reasonably practicable but in any event within 10 Working Days of the date of issuing the Change Request.
- 4.3 If the Authority issues the Change Request, then the Supplier shall provide as soon as reasonably practical and in any event within ten (10) Working Days of the date of receiving the Change Request an estimate (“**Impact Assessment Estimate**”) of the cost of preparing an Impact Assessment and the timetable for preparing it. The timetable shall provide for the completed Impact Assessment to be received by the Authority within ten (10) Working Days of acceptance of the Impact Assessment Estimate or within any longer time period agreed by the Authority.
- 4.4 If the Authority accepts an Impact Assessment Estimate then following receipt of notice of such acceptance the Supplier shall provide the completed Impact Assessment to the Authority as soon as is reasonably practicable and in any event within the period agreed in the Impact Assessment Estimate. If the Supplier requires any clarification in relation to the Change Request before it can deliver the Impact Assessment, then it shall promptly make a request for clarification to the Authority and provided that sufficient information is received by the Authority to fully understand:
- (a) the nature of the request for clarification; and
  - (b) the reasonable justification for the request;

the time period to complete the Impact Assessment shall be extended by the time taken by the Authority to provide that clarification. The Authority shall respond to the request for clarification as soon as is reasonably practicable.

## **5 IMPACT ASSESSMENT**

- 5.1 Each Impact Assessment shall be completed in good faith and shall include:
- (a) details of the proposed Contract Change including the reason for the Contract Change; and
  - (b) details of the impact of the proposed Contract Change on the Services, the Optional Services (if any) and the Supplier's ability to meet its other obligations under this Contract;
  - (c) any variation to the terms of this Contract that will be required as a result of that impact, including changes to:
    - (i) the Services Description, the Performance Indicators and/or the Target Performance Levels;
    - (ii) the format of Authority Data, as set out in the Services Description;



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- (iii) the Milestones, Implementation Plan and any other timetable previously agreed by the Parties; and/or
    - (iv) other services provided by third party contractors to the Authority, including any changes required by the proposed Contract Change to the Authority's IT infrastructure;
  - (d) details of the cost of implementing the proposed Contract Change;
  - (e) details of the ongoing costs required by the proposed Contract Change when implemented, including any increase or decrease in the Charges, any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;
  - (f) a timetable for the implementation, together with any proposals for the testing of the Contract Change;
  - (g) details of how the proposed Contract Change will ensure compliance with any applicable Change in Law; and
  - (h) such other information as the Authority may reasonably request in (or in response to) the Change Request.
- 5.2 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 21 (*Protection of Personal Data*).
- 5.3 Subject to the provisions of Paragraph 5.4, the Authority shall review the Impact Assessment and respond to the Supplier in accordance with Paragraph 6 within 15 Working Days of receiving the Impact Assessment, it.
- 5.4 If the Authority is the Receiving Party and 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, then within 5 Working Days of receiving 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 10 Working Days of receiving such notification. At the Authority's discretion, the Parties may repeat the process described in this Paragraph 5.4 until the Authority is satisfied that it has sufficient information to properly evaluate the Change Request and Impact Assessment.
- 5.5 The calculation of costs for the purposes of Paragraphs 5.1(d) and (e) shall:
- (a) be based on the Financial Model;
  - (b) facilitate the Financial Transparency Objectives;

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- (c) include estimated volumes of each type of resource to be employed and the applicable rate card;
- (d) include full disclosure of any assumptions underlying such Impact Assessment;
- (e) include evidence of the cost of any assets required for the Change; and
- (f) include details of any new Sub-contracts necessary to accomplish the Change.

**6 AUTHORITY'S RIGHT OF APPROVAL**

6.1 Within 15 Working Days of receiving the Impact Assessment from the Supplier or within 10 Working Days of receiving the further information that it may request pursuant to Paragraph 5.4, the Authority shall evaluate the Change Request and the Impact Assessment and shall do one of the following:

- (a) approve the proposed Contract Change, in which case the Parties shall follow the procedure set out in Paragraph 6.2;
- (b) in its absolute discretion reject the Contract Change, in which case it shall notify the Supplier of the rejection. The Authority shall not reject any proposed Contract Change to the extent that the Contract Change is necessary for the Supplier or the Services to comply with any Changes in Law. 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
- (c) 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 5 Working Days of such request. Subject to Paragraph 5.4, on receiving the modified Change Request and/or Impact Assessment, the Authority shall approve or reject the proposed Contract Change within 10 Working Days.

6.2 If the Authority approves the proposed Contract Change pursuant to Paragraph 6.1 and it has not been rejected by the Supplier in accordance with Paragraph 7, then it shall inform the Supplier and the Supplier shall prepare two 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 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.

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- 6.3 If the Authority does not sign the Change Authorisation Note within 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 5 Working Days of such notification, then the Supplier may refer the matter to the Expedited Dispute Timetable pursuant to the Dispute Resolution Procedure.

**7 SUPPLIER'S RIGHT OF APPROVAL**

- 7.1 Following an Impact Assessment, if:

- (a) the Supplier reasonably believes that any proposed Contract Change which is requested by the Authority would:
  - (i) materially and adversely affect the risks to the health and safety of any person; and/or
  - (ii) require the Services to be performed in a way that infringes any Law; and/or
- (b) 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 5 Working Days after the date on which it is obliged to deliver the Impact Assessment pursuant to Paragraph 4.3.

**8 FAST-TRACK CHANGES**

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

- 8.2 If:

- (a) the total number of Contract Changes in relation to which this Fast-track Change procedure has been applied does not exceed 4 in any 12 month period; and
- (b) both Parties agree the value of the proposed Contract Change over the remaining Term and any period for which Termination Services may be required does not exceed £15,000 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 4, 5, 6 and 7 but with reduced timescales, such that any period of 15 Working Days is reduced to 5 Working Days, any period

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of 10 Working Days is reduced to 2 Working Days and any period of 5 Working Days is reduced to 1 Working Day.

- 8.3 The Parties may agree in writing to revise the parameters set out in Paragraph 8.2 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 12 month period.

## **9 OPERATIONAL CHANGE PROCEDURE**

- 9.1 Any Operational Changes identified by the Supplier to improve operational efficiency of the Services may be implemented by the Supplier without following the Change Control Procedure for proposed Contract Changes provided they do not:
- (a) have an impact on the business of the Authority;
  - (b) require a change to this Contract;
  - (c) have a direct impact on use of the Services; or
  - (d) involve the Authority in paying any additional Charges or other costs.
- 9.2 The Authority may request an Operational Change by submitting a written request for Operational Change (“**RFOC**”) to the Supplier Representative.
- 9.3 The RFOC shall include the following details:
- (a) the proposed Operational Change; and
  - (b) the time-scale for completion of the Operational Change.
- 9.4 The Supplier shall inform the Authority of any impact on the Services that may arise from the proposed Operational Change.
- 9.5 The Supplier shall complete the Operational Change by the timescale specified for completion of the Operational Change in the RFOC, and shall promptly notify the Authority when the Operational Change is completed.
- ## **10 COMMUNICATIONS**
- 10.1 For any Change Communication to be valid under this Schedule, it must be sent to either the Authority Change Manager or the Supplier Change Manager, as applicable. The provisions of Clause 42 (*Notices*) shall apply to a Change Communication as if it were a notice.

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**ANNEX 1: CHANGE REQUEST FORM**

CR NO.:	TITLE:	TYPE OF CHANGE:
CONTRACT:		REQUIRED BY DATE:
ACTION:	NAME:	DATE:
RAISED BY:		
AREA(S) IMPACTED ( <i>OPTIONAL FIELD</i> ):		
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:		

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**ANNEX 2: CHANGE AUTHORISATION NOTE**

CR NO.:	TITLE:	DATE RAISED:
CONTRACT:	TYPE OF CHANGE:	REQUIRED BY DATE:
[KEY MILESTONE DATE: <i>[if any]</i> ]		
DETAILED DESCRIPTION OF CONTRACT CHANGE FOR WHICH IMPACT ASSESSMENT IS BEING PREPARED AND WORDING OF RELATED CHANGES TO THE CONTRACT:		
PROPOSED ADJUSTMENT TO THE CHARGES RESULTING FROM THE CONTRACT CHANGE:		
DETAILS OF PROPOSED ONE-OFF ADDITIONAL CHARGES AND MEANS FOR DETERMINING THESE (E.G. FIXED PRICE BASIS):		
SIGNED ON BEHALF OF THE AUTHORITY:		SIGNED ON BEHALF OF THE SUPPLIER:
Signature:_____		Signature:_____
Name:_____		Name:_____
Position:_____		Position:_____
Date:_____		Date:_____

## **SCHEDULE 23**

### **DISPUTE RESOLUTION PROCEDURE**

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## 1 DEFINITIONS

1.1 In this Schedule, the following definitions shall apply:

<b>“CEDR”</b>	the Centre for Effective Dispute Resolution of International Dispute Resolution Centre 1 Patternoster Lane, St Paul’s, London, EC4M 7BQ;
<b>“Counter Notice”</b>	has the meaning given in Paragraph 7.2;
<b>“Expert”</b>	in relation to a Dispute, a person appointed in accordance with Paragraph 6.2 to act as an expert in relation to that Dispute;
<b>“Expert Determination”</b>	determination by an Expert in accordance with Paragraph 6;
<b>“Mediation Notice”</b>	has the meaning given in Paragraph 4.2;
<b>“Mediator”</b>	the independent third party appointed in accordance with Paragraph 5.2 to mediate a Dispute;
<b>“Multi-Party Dispute”</b>	a Dispute which involves the Parties and one or more Related Third Parties;
<b>“Multi-Party Dispute Representatives”</b>	has the meaning given in Paragraph 9.6;
<b>“Multi-Party Dispute Resolution Board”</b>	has the meaning given in Paragraph 9.6;
<b>“Related Third Party”</b>	a party to:  (a) another contract with the Authority or the Supplier which is relevant to this Contract; or  (b) a Sub-contract; and
<b>“Supplier Request”</b>	a notice served by the Supplier requesting that the Dispute be treated as a Multi-Party Dispute, setting out its grounds for that request and specifying each Related Third Party that it believes should be involved in the Multi-Dispute Resolution Procedure in respect of that Dispute.

## **2 DISPUTE NOTICES**

### **2.1 If a Dispute arises then:**

- (a) the Authority Representative and the Supplier Representative shall attempt in good faith to resolve the Dispute; and
- (b) if such attempts are not successful within a reasonable period, not being longer than 20 Working Days, either Party may issue to the other a Dispute Notice.

### **2.2 A Dispute Notice:**

- (a) shall set out:
  - (i) the material particulars of the Dispute;
  - (ii) the reasons why the Party serving the Dispute Notice believes that the Dispute has arisen; and
  - (iii) if the Party serving the Dispute Notice believes that the Dispute should be dealt with under the Expedited Dispute Timetable, the reason why; and
- (b) may specify in accordance with the requirements of Paragraphs 9.2 and 9.3 that the Party issuing the Dispute Notice has determined (in the case of the Authority) or considers (in the case of the Supplier) that the Dispute is a Multi-Party Dispute, in which case Paragraph 2.3 shall apply.

### **2.3 If a Dispute Notice specifies that the Dispute has been determined or is considered to be a Multi-Party Dispute pursuant to Paragraph 2.2(b), then:**

- (a) if it is served by the Authority it shall be treated as a Multi-Party Procedure Initiation Notice; and
- (b) if it is served by the Supplier it shall be treated as a Supplier Request,

and in each case the provisions of Paragraph 9 shall apply.

### **2.4 Subject to Paragraphs 2.5 and 3.2 and so long as the Authority has not served a Multi-Party Procedure Initiation Notice in respect of the relevant Dispute, following the issue of a Dispute Notice the Parties shall seek to resolve the Dispute:**

- (a) first by commercial negotiation (as prescribed in Paragraph 4);
- (b) then, if either Party serves a Mediation Notice, by mediation (as prescribed in Paragraph 5); and

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- (c) lastly by recourse to arbitration (as prescribed in Paragraph 7) or litigation (in accordance with Clause 45 (*Governing Law and Jurisdiction*)).
- 2.5 Specific issues shall be referred to Expert Determination (as prescribed in Paragraph 6) where specified under the provisions of this Contract and may also be referred to Expert Determination where otherwise appropriate as specified in Paragraph 6.1.
- 2.6 Unless agreed otherwise in writing, the Parties shall continue to comply with their respective obligations under this Contract regardless of the nature of the Dispute and notwithstanding any issue of a Dispute Notice or a Multi-Party Procedure Initiation Notice or proceedings under Paragraph 8 (*Urgent Relief*).
- 3 EXPEDITED DISPUTE TIMETABLE**
- 3.1 In exceptional circumstances where the use of the times in this Schedule would be unreasonable, including (by way of example) where one Party would be materially disadvantaged by a delay in resolving the Dispute, the Parties may agree to use the Expedited Dispute Timetable. If the Parties are unable to reach agreement on whether to use the Expedited Dispute Timetable within 5 Working Days of the issue of a Dispute Notice, the use of the Expedited Dispute Timetable shall be at the sole discretion of the Authority.
- 3.2 If the Expedited Dispute Timetable is to be used pursuant to the provisions of Paragraph 3.1 or is otherwise specified under the provisions of this Contract, then the following periods of time shall apply in lieu of the time periods specified in the applicable Paragraphs:
- (a) in Paragraph 4.2(c), 10 Working Days;
  - (b) in Paragraph 5.2, 10 Working Days;
  - (c) in Paragraph 6.2, 5 Working Days; and
  - (d) in Paragraph 7.2, 10 Working Days.
- 3.3 If at any point it becomes clear that an applicable deadline cannot be met or has passed, the Parties may (but shall be under no obligation to) agree in writing to extend the deadline. If the Parties fail to agree within 2 Working Days after the deadline has passed, the Authority may set a revised deadline provided that it is no less than 5 Working Days before the end of the period of time specified in the applicable Paragraphs (or 2 Working Days in the case of Paragraph 6.2). Any agreed extension shall have the effect of delaying the start of the subsequent stages by the period agreed in the extension. If the Authority fails to set such a revised deadline then the use of the Expedited Dispute Timetable shall cease and the normal time periods shall apply from that point onwards.

## 4 COMMERCIAL NEGOTIATION

4.1 Following the service of a Dispute Notice, then, so long as the Authority has not served a Multi-Party Procedure Initiation Notice in respect of the relevant Dispute, the Authority and the Supplier shall make reasonable endeavours to resolve the Dispute as soon as possible by commercial negotiation between the Authority's Senior Responsible Officer (currently Richard Henshall) and the Supplier's Head of Public Sector (UKI) (currently Yatin Mahandru).

4.2 If:

- (a) either Party is of the reasonable opinion that the resolution of a Dispute by commercial negotiation, or the continuance of commercial negotiation, will not result in an appropriate solution;
- (b) the Parties have already held discussions of a nature and intent (or otherwise were conducted in the spirit) that would equate to the conduct of commercial negotiation in accordance with this Paragraph 4; or
- (c) the Parties have not settled the Dispute in accordance with Paragraph 4.1 within 30 Working Days of service of the Dispute Notice,

either Party may serve a written notice to proceed to mediation in accordance with Paragraph 5 (a "**Mediation Notice**").

## 5 MEDIATION

5.1 If a Mediation Notice is served, the Parties shall attempt to resolve the dispute in accordance with the version of CEDR's Model Mediation Procedure which is current at the time the Mediation Notice is served (or such other version as the Parties may agree).

5.2 If the Parties are unable to agree on the joint appointment of an independent person to mediate the Dispute within 20 Working Days from (and including) the service of a Mediation Notice then either Party may apply to CEDR to nominate such a person.

5.3 If the Parties are unable to reach a settlement in the negotiations at the mediation, and only if both Parties so request and the Mediator agrees, the Mediator shall produce for the Parties a non-binding recommendation on terms of settlement. This shall not attempt to anticipate what a court might order but shall set out what the Mediator suggests are appropriate settlement terms in all of the circumstances.

5.4 Any settlement reached in the mediation shall not be legally binding until it has been reduced to writing and signed by, or on behalf of, the Parties (in accordance with the Change Control Procedure where appropriate). The Mediator shall assist the Parties in recording the outcome of the mediation.

## 6 EXPERT DETERMINATION

- 6.1 If a Dispute relates to any aspect of the technology underlying the provision of the Services or otherwise relates to a technical matter of an IT, accounting or financing nature and the Dispute has not been resolved by commercial negotiation in accordance with Paragraph 4 or, if applicable, mediation in accordance with Paragraph 5, then either Party may by written notice to the other request (agreement to which request shall not be unreasonably withheld or delayed) that the Dispute be referred to an expert for determination.
- 6.2 The expert shall be appointed by agreement in writing between the Parties, but in the event of a failure to agree within 10 Working Days of the relevant request made pursuant to Paragraph 6.1, or if the person appointed is unable or unwilling to act, the expert shall be appointed:
- (a) if the Dispute relates to any aspect of the technology underlying the provision of the Services or a matter of an IT technical nature, on the instructions of the President of the British Computer Society (or any other association that has replaced the British Computer Society);
  - (b) if the Dispute relates to a matter of a financial technical nature, on the instructions of the President of the Institute of Chartered Accountants of England and Wales; or
  - (c) if the Dispute relates to a matter of a technical nature not falling within Paragraphs 6.2(a) or (b), on the instructions of the president (or equivalent) of:
    - (i) an appropriate body agreed between the Parties; or
    - (ii) if the Parties do not reach agreement on the relevant body within 15 Working Days of the relevant request made pursuant to Paragraph 6.1, such body as may be specified by the President of the Law Society on application by either Party.
- 6.3 The Expert shall act on the following basis:
- (a) he/she shall act as an expert and not as an arbitrator and shall act fairly and impartially;
  - (b) the Expert's determination shall (in the absence of a material failure to follow the agreed procedures) be final and binding on the Parties;
  - (c) the Expert shall decide the procedure to be followed in the determination and shall be requested to make his/her determination within 30 Working Days of his appointment or as soon as reasonably practicable thereafter and the Parties shall assist and provide the documentation that the Expert requires for the purpose of the determination;

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- (d) any amount payable by one Party to another as a result of the Expert's determination shall be due and payable within 20 Working Days of the Expert's determination being notified to the Parties;
- (e) the process shall be conducted in private and shall be confidential; and
- (f) the Expert shall determine how and by whom the costs of the determination, including his/her fees and expenses, are to be paid.

## **7 ARBITRATION**

- 7.1 Subject to compliance with its obligations under Paragraph 4.1 and to the provisions of Paragraph 6, the Authority may at any time before court proceedings are commenced refer the Dispute to arbitration in accordance with the provisions of Paragraph 7.5.
- 7.2 Before the Supplier commences court proceedings or arbitration, it shall serve written notice on the Authority of its intentions and the Authority shall have 15 Working Days following receipt of such notice to serve a reply (a “**Counter Notice**”) on the Supplier requiring the Dispute to be referred to and resolved by arbitration in accordance with Paragraph 7.5 or be subject to the exclusive jurisdiction of the courts of England and Wales. The Supplier shall not commence any court proceedings or arbitration until the expiry of such 15 Working Day period.
- 7.3 If the Authority serves a Counter Notice, then:
  - (a) if the Counter Notice requires the Dispute to be referred to arbitration, the provisions of Paragraph 7.5 shall apply; or
  - (b) if the Counter Notice requires the Dispute to be subject to the exclusive jurisdiction of the courts of England and Wales, the Dispute shall be so referred to those courts and the Supplier shall not commence arbitration proceedings.
- 7.4 If the Authority does not serve a Counter Notice within the 15 Working Day period referred to in Paragraph 7.2, the Supplier may either commence arbitration proceedings in accordance with Paragraph 7.5 or commence court proceedings in the Courts of England and Wales which shall (in those circumstances) have exclusive jurisdiction.
- 7.5 The Parties hereby confirm that if any arbitration proceedings are commenced pursuant to Paragraphs 7.1 to 7.4:
  - (a) the Dispute shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration (“**LCIA**”) (subject to Paragraphs 7.5(e), (f) and (g));
  - (b) the arbitration shall be administered by the LCIA;

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- (c) the LCIA procedural rules in force at the date that the Dispute was referred to arbitration shall be applied and are deemed to be incorporated by reference into this 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;
- (d) if the Parties fail to agree the appointment of the arbitrator within 10 Working Days from the date on which arbitration proceedings are commenced or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;
- (e) the chair of the arbitral tribunal shall be British;
- (f) the arbitration proceedings shall take place in London and in the English language; and
- (g) the seat of the arbitration shall be London.

## **8 URGENT RELIEF**

- 8.1 Either Party may at any time take proceedings or seek remedies before any court or tribunal of competent jurisdiction:
- (a) for interim or interlocutory remedies in relation to this Contract or infringement by the other Party of that Party's Intellectual Property Rights; and/or
  - (b) where compliance with Paragraph 2.1 and/or referring the Dispute to mediation may leave insufficient time for that Party to commence proceedings before the expiry of the limitation period.

## **9 MULTI-PARTY DISPUTES**

- 9.1 All Multi-Party Disputes shall be resolved in accordance with the procedure set out in this Paragraph 9 (the "**Multi-Party Dispute Resolution Procedure**").
- 9.2 If at any time following the issue of a Dispute Notice, the Authority reasonably considers that the matters giving rise to the Dispute involve one or more Related Third Parties, then the Authority shall be entitled to determine that the Dispute is a Multi-Party Dispute and to serve a notice on the Supplier which sets out the Authority's determination that the Dispute is a Multi-Party Dispute and specifies the Related Third Parties which are to be involved in the Multi-Party Dispute Resolution Procedure, such notice a "**Multi-Party Procedure Initiation Notice**".
- 9.3 If following the issue of a Dispute Notice but before the Dispute has been referred to Expert Determination or to arbitration in accordance with Paragraph 7, the Supplier has reasonable grounds to believe that the matters giving rise to the Dispute have been contributed to by one or more Related Third Parties, the Supplier may serve a Supplier Request on the Authority.

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- 9.4 The Authority shall (acting reasonably) consider each Supplier Request and shall determine within 5 Working Days whether the Dispute is:
- (a) a Multi-Party Dispute, in which case the Authority shall serve a Multi-Party Procedure Initiation Notice on the Supplier; or
  - (b) not a Multi-Party Dispute, in which case the Authority shall serve written notice of such determination upon the Supplier and the Dispute shall be treated in accordance with Paragraphs 3 to 8.
- 9.5 If the Authority has determined, following a Supplier Request, that a Dispute is not a Multi-Party Dispute, the Supplier may not serve another Supplier Request with reference to the same Dispute.
- 9.6 Following service of a Multi-Party Procedure Initiation Notice a Multi-Party Dispute shall be dealt with by a board (in relation to such Multi-Party Dispute, the “**Multi-Party Dispute Resolution Board**”) comprising representatives from the following parties to the Multi-Party Dispute, each of whom shall be of a suitable level of seniority to finalise any agreement with the other parties to settle the Multi-Party Dispute:
- (a) the Authority;
  - (b) the Supplier;
  - (c) each Related Third Party involved in the Multi-Party Dispute; and
  - (d) any other representatives of any of the Parties and/or any Related Third Parties whom the Authority considers necessary,
- (together “**Multi-Party Dispute Representatives**”).
- 9.7 The Parties agree that the Multi-Party Dispute Resolution Board shall seek to resolve the relevant Multi-Party Dispute in accordance with the following principles and procedures:
- (a) the Parties shall procure that their Multi-Party Dispute Representatives attend, and shall use their best endeavours to procure that the Multi-Party Dispute Representatives of each Related Third Party attend, all meetings of the Multi-Party Dispute Resolution Board in respect of the Multi-Party Dispute;
  - (b) the Multi-Party Dispute Resolution Board shall first meet within 10 Working Days of service of the relevant Multi-Party Procedure Initiation Notice at such time and place as the Parties may agree or, if the Parties do not reach agreement on the time and place within 5 Working Days of service of the relevant Multi-Party Procedure Initiation Notice, at the time and place specified by the Authority, provided such place is at a neutral location within England and that the meeting is to take place between 9.00am and 5.00pm on a Working Day; and



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- (c) in seeking to resolve or settle any Multi-Party Dispute, the members of the Multi-Party Dispute Resolution Board shall have regard to the principle that a Multi-Party Dispute should be determined based on the contractual rights and obligations between the Parties and the Related Third Parties and that any apportionment of costs should reflect the separate components of the Multi-Party Dispute.

9.8 If a Multi-Party Dispute is not resolved between the Parties and all Related Third Parties within 25 Working Days of the issue of the Multi-Party Procedure Initiation Notice (or such longer period as the Parties may agree in writing), then:

- (a) either Party may serve a Mediation Notice in respect of the Multi-Party Dispute in which case Paragraph 5 shall apply;
- (b) either Party may request that the Multi-Party Dispute is referred to an expert in which case Paragraph 6 shall apply; and/or
- (c) subject to Paragraph 9.9, Paragraph 7 shall apply to the Multi-Party Dispute,

and in each case references to the “Supplier” or the “Parties” in such provisions shall include a reference to all Related Third Parties.

9.9 If a Multi-Party Dispute is referred to arbitration in accordance with Paragraph 7 or a Dispute becomes a Multi-Party Dispute during the course of arbitration proceedings and either Party is unable to compel a Related Third Party to submit to such arbitration proceedings, the Authority or the Supplier may discontinue such arbitration proceedings and instead initiate court proceedings. The costs of any such discontinued arbitration proceedings shall be borne by the Party which is in a direct contractual relationship with the Related Third Party or, where the Related Third Party is a Sub Contractor, by the Supplier.

## **SCHEDULE 24**

### **REPORTS AND RECORDS PROVISIONS**

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**1 TRANSPARENCY REPORTS**

Within three (3) months of the Effective Date the Supplier shall provide to the Authority for its approval (such approval not to be unreasonably withheld or delayed) draft reports in accordance with

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- 1.1 ANNEX 1 (once approved, the “**Transparency Reports**”).
- 1.2 If the Authority rejects any draft Transparency Report, the Supplier shall submit a revised version of the relevant report for further approval by the Authority within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Authority. If the Parties fail to agree on a draft Transparency Report the Authority shall determine what should be included.

The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Authority at the frequency referred to in

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1.3 ANNEX 1.

1.4 Any disagreement in connection with the preparation and/or approval of Transparency Reports, other than under Paragraph 1.2 above in relation to the contents of a Transparency Report, shall be treated as a Dispute.

1.5 The requirements for Transparency Reports are in addition to any other reporting requirements in this Contract.

**2 OTHER REPORTS**

2.1 The Authority may require any or all of the following reports:

- (a) delay reports;
- (b) reports relating to Testing and tests carried out under Schedule 5 (Security Management) and Schedule 26 (Service Continuity Plan and Corporate Resolution Planning);
- (c) reports which the Supplier is required to supply as part of the Management Information;
- (d) annual reports on the Insurances;
- (e) security reports;
- (f) Force Majeure Event reports;
- (g) regular project management reports for the purposes of tracking progress of the implementation agreed by Authority and Supplier;
- (h) reports detailing risk and issues that are collaboratively agreed between Supplier and Authority;
- (i) project financial reports covering spend to date and cost of implementation;
- (j) Financial Indicator reports;
- (k) Sustainability Reports; and
- (l) any other reports required pursuant to this Contract.

**3 RECORDS**

The Supplier shall retain and maintain all the records (including superseded records) referred to in Paragraph 1 and

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- 3.1 ANNEX 1 (together “**Records**”):
- (a) in accordance with the requirements of The National Archives advice on retention and Good Industry Practice;
  - (b) in chronological order;
  - (c) in a form that is capable of audit; and
  - (d) at its own expense.
- 3.2 The Supplier shall make the Records available for inspection to the Authority on request, subject to the Authority giving reasonable notice.
- 3.3 Where Records are retained in electronic form, the original metadata shall be preserved together with all subsequent metadata in a format reasonably accessible to the Authority.
- 3.4 The Supplier shall, during the Term and a period of at least 7 years following the expiry or termination of this Contract, maintain or cause to be maintained complete and accurate documents and records in relation to the provision of the Services including but not limited to all Records.
- 3.5 Records that contain financial information shall be retained and maintained in safe storage by the Supplier for a period of at least 7 years after the expiry or termination of this Contract.
- 3.6 Without prejudice to the foregoing, the Supplier shall provide the Authority:
- (a) as soon as they are available, and in any event within 60 Working Days after the end of the first 6 months of each financial year of the Supplier during the Term, a copy, certified as a true copy by an authorised representative of the Supplier, of its un-audited interim accounts and, if applicable, of consolidated un-audited interim accounts of the Supplier and its Affiliates which would (if the Supplier were listed on the London Stock Exchange (whether or not it is)) be required to be sent to shareholders as at the end of and for each such 6 month period; and
  - (b) as soon as they shall have been sent to its shareholders in order to be laid before an annual general meeting of the Supplier, but not later than 130 Working Days after the end of each accounting reference period of the Supplier part or all of which falls during the Term, the Supplier's audited accounts and if applicable, of the consolidated audited accounts of the Supplier and its Affiliates in respect of that period together with copies of all related directors' and auditors' reports and all other notices/circulars to shareholders.

**4 VIRTUAL LIBRARY**

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- 4.1 The Supplier shall, no later than eight (8) weeks prior to the Operational Services Commencement Date and without charge to the Authority, create a Virtual Library on which the Supplier shall (subject to any applicable legislation governing the use or processing of personal data) make information about this Contract available in accordance with the requirements outlined in this Schedule.
- 4.2 The Supplier shall ensure that the Virtual Library is:
- (a) capable of holding and allowing access to the information described in ANNEX 3 of this Schedule and includes full and accurate file details of all uploaded items including date and time of upload, version number and the name of the uploader;
  - (b) structured so that each document uploaded has a unique identifier which is automatically assigned;
  - (c) readily accessible by the Authority at all times in full via a user-friendly, password protected interface to such nominated users as are notified to the Supplier by the Authority from time to time,
  - (d) structured so as to allow nominated users to download either specific documents or the complete Virtual Library (to the extent it has access permission) in bulk and store and view the content offline (on a regular and automated basis);
  - (e) structured and maintained in accordance with the security requirements as set out in this Contract including those set out in Schedule 5 (Security Management);
  - (f) created and based on open standards in Schedule 4 (Standards); and
  - (g) backed up on a secure off-site system.
- 4.3 For the avoidance of doubt, the Virtual Library (excluding any Software used to host it) shall form a database which constitute Project Specific IPR which shall be assigned to the Authority pursuant to Paragraph 2.1 of Schedule 32 (Intellectual Property Rights) of this Contract.
- 4.4 The Supplier shall upload complete and accurate information specified in ANNEX 3 by the Initial Upload Date (except where prior to the launch of the Virtual Library in which case the date at which the Virtual Library is made available in accordance with Paragraph 4.1) onto Virtual Library in the format specified.
- 4.5 Upon any document being uploaded to the Virtual Library, and where the Authority has been granted Access Permission to that document, the Supplier



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shall email on the same date as the upload, a copy of the document to the nominated Authority email address at:

[matrixsharedservicespmo@dsit.gov.uk](mailto:matrixsharedservicespmo@dsit.gov.uk)

- 4.6 Except for notices under Clause 42.4 or items covered by Clause 42.6, where the Supplier is under an obligation to provide information to the Authority in a provision under this Contract, then the Supplier's upload of that information onto the Virtual Library shall satisfy the Supplier's obligation to provide the Authority with that information provided that the Authority has access in accordance with this Paragraph 4 and the uploaded information meets the requirements more particularly specified in the relevant provision.
- 4.7 Except to the extent that the requirements provide for earlier and more regular Authority access to up-to-date information, ANNEX 3 shall not take precedence over any other obligation to provide information in this Contract and the Supplier shall refer to the applicable clause for further details as to the requirement.
- 4.8 The Supplier shall provide each specified person (as set out in column 6 of the table at ANNEX 3) access to view and download the specified information in the Virtual Library in ANNEX 3 subject upon the occurrence of the event specified in the column marked Access Permission in ANNEX 3 to this Schedule.
- 4.9 Where Access Permission is not listed (in column 6 of the table at ANNEX 3) as being subject to the occurrence of a certain event the Supplier shall grant access to the person and information specified (in column 6 of the table at ANNEX 3) from the Initial Upload Date.
- 4.10 Where Access Permission is specified as being granted to the Authority's Third Party Auditor (prior to the Authority being granted access) it shall:
- (a) be entitled to access, view and download information specified in ANNEX 3 subject to it entering into a confidentiality agreement with the Supplier to keep the contents confidential (except to the extent disclosure of the confidential information is required under Paragraph 4.10(b) of this Schedule); and
  - (b) report to the Authority (at its request) as to the completeness and accuracy of the information but not the substance of the information.
- 4.11 The Supplier shall ensure that the Virtual Library retains in an accessible form all historic or superseded records of the information specified ANNEX 3. In order to maintain the integrity of the historic archive of the information and documentation and for the purposes of maintaining a clear audit trail, the Supplier shall not delete or overwrite any information that has been stored in the Virtual Library, except for the purposes of maintenance (provided no

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information is lost during maintenance) or to enable the Supplier to comply with Data Protection Legislation.

- 4.12 The Supplier warrants that the information uploaded to the Virtual Library is accurate, complete, up-to-date and in accordance with this Contract at the date of upload.
- 4.13 Where the Supplier becomes aware that any of the information provided on the Virtual Library is materially inaccurate, incomplete or out of date (other than in respect of historic versions of documents) the Supplier shall provide an update to the information within fourteen (14) days unless already due to be updated beforehand due to an Update Requirement specified in ANNEX 3.
- 4.14 In the event of a conflict between any requirement in this Contract (excluding ANNEX 3) for the Supplier to provide information to the Authority and the requirements set out in ANNEX 3 of this Schedule, the requirement elsewhere in this Contract shall prevail.
- 4.15 The Supplier shall ensure that all approved users of the Virtual Library are alerted by email each time that information in the Virtual Library is uploaded or updated as it occurs.
- 4.16 No later than one (1) Month prior to the Operational Services Commencement Date, the Supplier shall provide training manuals to the Authority relating to the use of the Virtual Library.
- 4.17 On request by the Authority the Supplier shall provide the Authority's nominated users with a reasonable level of training and ongoing support to enable them to make use of the Virtual Library.
- 4.18 For the avoidance of doubt, the cost of any redactions, access restrictions or compliance with the Data Protection Legislation in respect of the information hosted on the Virtual Library shall be at the Supplier's own cost and expense.

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**ANNEX 1: TRANSPARENCY REPORTS**

<b>Title</b>	<b>Content</b>	<b>Format</b>	<b>Frequency</b>
Supplier Support Availability	Percentage of time that technical and functional support is available in the hours of 07:00-19:00 each Working Day	Soft copy with hard copy on request	As set out in Schedule 3 (Performance Levels)
Responsiveness to support requests / incidents	Percentage of time that initial responses are within 2 hours	Soft copy with hard copy on request	As set out in Schedule 3 (Performance Levels)
Resolution to support request / incidents	Percentage of time that support requests and Incidents are resolved within the required timeframes	Soft copy with hard copy on request	As set out in Schedule 3 (Performance Levels)

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**ANNEX 2: RECORDS TO BE KEPT BY THE SUPPLIER**

The records to be kept by the Supplier are:

- 1 This Contract, its Schedules and all amendments to such documents.
- 2 All other documents which this Contract expressly requires to be prepared.
- 3 Records relating to the appointment and succession of the Supplier Representative and each member of the Key Personnel.
- 4 Notices, reports and other documentation submitted by any Expert.
- 5 All operation and maintenance manuals prepared by the Supplier for the purpose of maintaining the provision of the Services and the underlying IT Environment and Supplier Equipment.
- 6 Documents prepared by the Supplier or received by the Supplier from a third party relating to a Force Majeure Event.
- 7 All formal notices, reports or submissions made by the Supplier to the Authority Representative in connection with the provision of the Services.
- 8 All certificates, licences, registrations or warranties in each case obtained by the Supplier in relation to the provision of the Services.
- 9 Documents prepared by the Supplier in support of claims for the Charges.
- 10 Documents submitted by the Supplier pursuant to the Change Control Procedure.
- 11 Documents submitted by the Supplier pursuant to invocation by it or the Authority of the Dispute Resolution Procedure.
- 12 Documents evidencing any change in ownership or any interest in any or all of the shares in the Supplier and/or the Guarantor, where such change may cause a change of Control; and including documents detailing the identity of the persons changing such ownership or interest.
- 13 Invoices and records related to VAT sought to be recovered by the Supplier.
- 14 Financial records, including audited and un-audited accounts of the Guarantor and the Supplier.
- 15 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.
- 16 All documents relating to the insurances to be maintained under this Contract and any claims made in respect of them which relate to this Contract.
- 17 All journals and audit trail data referred to in Schedule 5 (Security Management).
- 18 All other records, notices or certificates required to be produced and/or maintained by the Supplier pursuant to this Contract.

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**ANNEX 3: RECORDS TO UPLOAD TO VIRTUAL LIBRARY**

<b>Applicable Clause/ Paragraph</b>	<b>Required Data</b>	<b>Format of Data</b>	<b>Initial Upload Date</b>	<b>Update Requirement</b>	<b>Access Permission and Access Event (where applicable)</b>
Cl.5.5 (e), (f), 5.8(b), Paragraphs 2.1(a) and 2.2(a)(ii)	Documentation	As appropriate and agreed by the Authority	Within seven (7) days of the issue of a Milestone Achievement Certificate in respect of the relevant Deliverable.	-	Authority
Cl 14.3	Key Personnel	Sch 29	Effective Date	On replacement of Key Personnel	Authority
Sch 3, Part B Para 2.3	Performance Monitoring Report and the Balanced Scorecard Report	Sch 3, Part B	Service Commencement	Within ten (10) Working Days of the end of each Service Period	Authority
Sch 5, Section 94.4	Security Management Plan	Sch 5, Annex 3	Within 20 Working Days of the date of the Contract	Regular review and at least annually	Authority

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Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
Sch 5, Para 6.1, 6.2 and 6.3	Security certificates – Cyber Essentials or Cyber Essentials Plus	As appropriate and agreed by the Authority	Prior to receiving, storing or processing any Authority Data	-	-
Sch 6, Para 4	Evidence of Insurances	Sch 6	Effective Date	Within fifteen (15) days after policy renewal or replacement	Authority
Sch 9	Commercially Sensitive Information	Sch 9	Effective Date	Upon Agreement by the Authority to vary the information	Authority and/or Auditor
CI 15.7	Notified Key Subcontractors	Sch 10	Effective Date	On replacement of key subcontractor	Authority
Sch 11, Para 1	Third Party Contracts	Sch 11	Effective Date	On appointment of subcontract	Authority
CI 15.6 and 15.7	Notified Key Sub-Contractors	Sch 10	Effective Date	With each approved appointment or variation	Authority

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Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
CI 15.28	Supply chain Transparency Reports	Sch 24, Annex 4	thirty days prior to the of the end of each financial year	Every twelve (12) months	Authority
CI 16 and <b>Schedule 32 (Intellectual Property Rights)</b>	Software	Sch 12 and Annex 1 to <b>Schedule 32 (Intellectual Property Rights)</b>	Operational Services Commencement Date	Upon Agreement by the Authority to vary the information	Authority
CI 6.4	Detailed Implementation Plan	Sch 13	Within 20 Working Days of Effective Date	Every 3 months from Effective Date	Authority
CI 33.8(h)	Annual slavery and human trafficking report	As appropriate and agreed by the Authority	Within twelve (12) months	Every twelve (12) months	Authority
Sch 14, Para 4	Test Strategy	As appropriate and agreed by the Authority	Within 20 Working Days of Effective Date	Upon update to the test strategy	Authority

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<b>Applicable Clause/ Paragraph</b>	<b>Required Data</b>	<b>Format of Data</b>	<b>Initial Upload Date</b>	<b>Update Requirement</b>	<b>Access Permission and Access Event (where applicable)</b>
Sch 14, Para 5	Test Plan	As appropriate and agreed by the Authority	20 prior Working Days of relevant test	Upon update to the test plan	Authority
Sch 14, Para 8	Test Specification	As appropriate and agreed by the Authority	10 prior Working Days of relevant test	Upon update to the test specification	Authority
Sch 14, Para 8	Test Report	As appropriate and agreed by the Authority	2 Working Days prior to the date on which the test is planned to end for the Draft Test Report  5 days for the Final Test Report following the relevant test completion	Reissue with each retest	Authority
Sch 15, Part E Para 1.1	Template invoice	As appropriate and agreed by the Authority	Within 10 Working Days of the Effective Date	Upon Agreement by the Authority to vary the template	Authority



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Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
Sch 15, Annex 4	Risk Register	Sch 15, Annex 4	Effective Date	Upon Agreement by the Authority to vary the by the Risk Management Board	Authority
Sch 17, Para 4	Benchmarking Plan	Sch 17	Upon receipt from Benchmarker	Approval of Plan	Authority and Auditor
Sch 17, Para 5	Benchmarking report	Sch 17	Upon receipt from Benchmarker	Any update	Authority and Auditor
Sch 18, Para 2.3(b)	Financial Indicator Reports	Sch 18, Para 2.5	As specified in Para 2.3(b) of Sch 18	As specified in Para 2.3(b) of Sch 18	Authority
Sch 18 Para 4.3(b)	Financial Distress Remediation Plan	As appropriate and agreed by the Authority	As soon as reasonably practicable and in any event within 10 Working Days of initial notification or awareness of a Financial Distress Event	On a regular basis (not less than fortnightly)	Authority

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Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
Sch 19, Part B, Para 1.1	Contract Amendment Report	Sch 19, Part B, Para 1.2	Within 1 month of a material change being agreed	-	Authority
Sch 19, Para 1.1	Quarterly Contract Report	Sch 19, Part B, Para 1.2	Within 1 month of the end of each Quarter	-	Authority
Sch 19, Part B, para 1.1	Annual Contract Report	Sch 19, Part B, Para 1.2	Within 1 month of the end of the Contract Year to which that report relates	-	Authority
Sch 19, Part B, para 1.1	Financial Reconciliation Report	Sch 19, Part B, Para 1.2	Within 6 months after the end of the Term	-	Authority
Sch 21, Para 3.3	Representation and Structure of boards	Sch 21 Annex 1	Within 7 days of receipt of intention, or in the case of a non-Authority board member agreement by the Authority	-	Authority

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Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
Sch 21, Para 3.5(e)	Minutes of governance meetings (all boards)	As appropriate and agreed by the Authority	Within 7 days of receipt from chairperson	-	Authority
Sch 22 Para 4.3	Impact Assessment Estimate	As appropriate and agreed by the Authority	Within 10 Working Days of date of receiving change request.	-	Authority
Sch 22 Para 5	Impact Assessment	As appropriate and agreed by the Authority	Within the period agreed by the Impact Assessment Estimate	Within 10 Working Days of request by the Authority to update under Schedule 22 Para 5.4	Authority
Sch 22, Para 2.6	Update full copy of the Agreement and copy of annotated version illustrating changes	PDF and MS Word (editable)	Signature of Variation Date	Any variation	Authority
Sch 22, Para 4	Change Request	Sch 22, Annex 1	Within 10 Working Days of Authority	-	Authority

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Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
			issuing the Change Request		
Sch 23, Para 2.1	Dispute Notice	Sch 23 Para 2.2	No longer than 20 Working Days from an unresolved dispute arising	Any variation	Authority
Sch 23, Para 2.4	Mediation Notice	As appropriate	When first served	Any variation	Authority
Sch 24, Para 1	Reports and Records Provisions	Sch 24, Annex 1	Within 3 months of the Effective Date	Frequency specified in Sch 24, Annex 1	Authority
Sch 25, Para 2.1(a)	Register of All Assets, Sub-contracts and Other Relevant Agreements	As appropriate and agreed by the Authority	Within 3 months of the Effective Date	Any variation	Authority
Sch 25, Para 2.1(b)	Configuration Database of Technical Infrastructure and Operating Procedures	As appropriate and agreed by the Authority	Within 3 months of the Effective Date	Any variation	Authority

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<b>Applicable Clause/ Paragraph</b>	<b>Required Data</b>	<b>Format of Data</b>	<b>Initial Upload Date</b>	<b>Update Requirement</b>	<b>Access Permission and Access Event (where applicable)</b>
Sch 25, Para 3.1	Exit Information	As appropriate and agreed by the Authority	On reasonable notice given by the Authority at any point during the Term	Within 10 Working Days of Authority's written request	Authority and its potential Replacement Suppliers
Sch 25, Para 5.1	Exit Plan	Sch 25, Para 5.3	Within 3 months of the Effective Date	In the first month of each contract year; Within 14 days if requested by the Authority following a Financial Distress Event; and Within 20 days after service of Termination Notice or 6 months prior to expiry of the Contract	Authority
Sch 25, Para 6.3(e)	Provide up to date Registers during the	As appropriate	As requested by the Authority	As appropriate	

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Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
	Termination Assistance Period				
Sch 25, Para 6.7(b)	Authority Data (handback)	Sch 25, Para 3 and/or as appropriate and agreed by the Authority	At the end of the Termination Assistance Period	-	Authority
Sch 25, Annex 1, Para 1.1, Para 1.2 Para 1.3 & Para 1.4	Termination Services supporting documentation and knowledge transfer material	As appropriate and agreed by the Authority	As specified in the Termination Assistance Notice and in any event prior to the end of the Termination Assistance Period	As specified in the Termination Assistance Notice or otherwise requested by the Authority	-
Sch 26 Service Continuity	Service Continuity Plan	Sch 26, Para 2.2	Within 40 Working Days from the Effective Date	Sch 26, Para 7.1	Authority
Sch 26, Para 7.2	Service Continuity Plan Review Report	Sch 26, Para 6.2	Within 20 Working Days of the	-	-

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Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
			conclusion of each review of the Service Continuity Plan.		
Sch 26, Part B	Corporate Resolution Planning Information	Sch 26, Part B, Para 2.3	Sch 26 Part B Para 2.2	Sch 26, Para 11.8	Authority
Sch 18 Para 8	Board Confirmation	As set out at Annex 4 of Sch 18	Within 120 days of the first Accounting Reference Date or where for regulatory compliance reasons this is not possible then at the earliest opportunity to occur	Within 15 months of the previous Board Confirmation provided or within 120 days after each Accounting Reference Date or where for regulatory compliance reasons this is not possible then at the earliest opportunity (whichever is the earlier)	Authority
Sch 28, Part E, Para 1.1	Supplier's Provisional Supplier Personnel List	As appropriate and agreed by the Authority	Sch 28, Para 1.1(a) - (d)	At such intervals as are reasonably	Authority

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Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
	and, Staffing Information			requested by the Authority	
Sch 28, Part E, Para 1.2	Supplier's Final Supplier Personnel List	As appropriate and agreed by the Authority	At least 20 Working Days prior to the Service Transfer Date	Upon any material change to the list of employees	Authority and, at the discretion of the Authority, the Replacement Supplier and/or any Replacement Subcontractor
Sch 28, Part E, Para 1.6	Information relating to the manner in which the services are organised	As appropriate and agreed by the Authority	Effective Date	-	Authority
Sch 28, Part E, Para 1.7	Payroll and benefits information	As appropriate and agreed by the Authority	Within 5 Working Days following the Service Transfer Date	-	Authority, any Replacement Supplier and/or Replacement



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<b>Applicable Clause/ Paragraph</b>	<b>Required Data</b>	<b>Format of Data</b>	<b>Initial Upload Date</b>	<b>Update Requirement</b>	<b>Access Permission and Access Event (where applicable)</b>
					Sub-contractor
Sch 28, Annex E1	List of Notified Sub-contractors	As appropriate and agreed by the Authority	Effective Date	Upon any change	Authority
Sch 29	Key Personnel	Sch 29	Effective Date	As amended from time to time	Authority
Sch 31, Annex 1 Para 2.1	Reports on Data Subject Access Requests	As appropriate and agreed by the Authority	As agreed with Authority	As agreed with Authority	Authority and Supplier

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**ANNEX 4: SUPPLY CHAIN TRANSPARENCY INFORMATION TEMPLATE**

	Financial Year 20[ ]			
	Under this Contract		Supplier as a whole	
	£	%	£	%
Estimated total contract revenue (£) to be received in this Financial Year	£[ ]	100%	£[ ]	100%
Total value of Sub-contracted revenues (£) in this Financial Year	£[ ]	[ ]	£[ ]	[ ]
Total value of Sub-contracted revenues to SMEs (£) in this Financial Year	£[ ]	[ ]	£[ ]	[ ]
Total value of Sub-contracted revenues to VCSEs (£) in this Financial Year	£[ ]	[ ]	£[ ]	[ ]

## **SCHEDULE 25**

### **EXIT MANAGEMENT**

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**1 DEFINITIONS**

1.1 In this Schedule, the following definitions shall apply:

<b>“Emergency Exit”</b>	any termination of this Contract which is a: <ul style="list-style-type: none"><li>(a) termination of the whole or part of this Contract in accordance with Clause 31 (<i>Termination Rights</i>), except where the period of notice given under that Clause is greater than or equal to 6 months;</li><li>(b) termination of the provision of the Services for any reason prior to the expiry of any period of notice of termination served pursuant to Clause 31 (<i>Termination Rights</i>); or</li><li>(c) wrongful termination or repudiation of this Contract by either Party;</li></ul>
<b>“Ethical Wall Agreement”</b>	an ethical wall agreement in a form similar to the draft ethical wall agreement set out at Annex 2;
<b>“Exclusive Assets”</b>	those Assets used by the Supplier or a Key Sub-contractor which are used exclusively in the provision of the Services;
<b>“Exit Information”</b>	has the meaning given in Paragraph 3.1;
<b>“Exit Manager”</b>	the person appointed by each Party pursuant to Paragraph 2.3 for managing the Parties' respective obligations under this Schedule;
<b>“Net Book Value”</b>	the net book value of the relevant Asset(s) calculated in accordance with the depreciation policy of the Supplier set out in the letter in the agreed form from the Supplier to the Authority of the same date as this Contract;
<b>“Non-Exclusive Assets”</b>	those Assets (if any) which are used by the Supplier or a Key Sub-contractor in connection with the Services but which are also used by the Supplier or Key Sub-contractor for other purposes of material value;

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<b>“Ordinary Exit”</b>	any termination of the whole or any part of this Contract which occurs: <ul style="list-style-type: none"><li>(a) pursuant to Clause 31 (<i>Termination Rights</i>) where the period of notice given by the Party serving notice to terminate pursuant to such Clause is greater than or equal to 6 months; or</li><li>(b) as a result of the expiry of the Initial Term or any Extension Period;</li></ul>
<b>“Transferable Assets”</b>	those of the Exclusive Assets which are capable of legal transfer to the Authority;
<b>“Transferable Contracts”</b>	the Sub-contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Authority or any Replacement Supplier to perform the Services or the Replacement Services, including in relation to licences all relevant Documentation; and
<b>“Transferring Contracts”</b>	has the meaning given in Paragraph 7.2(b).

## 2 OBLIGATIONS DURING THE TERM TO FACILITATE EXIT

### 2.1 During the Term, the Supplier shall:

- (a) create and maintain a register of all:
  - (i) Assets, detailing their:
    - (A) make, model and asset number;
    - (B) ownership and status as either Exclusive Assets or Non-Exclusive Assets;
    - (C) Net Book Value;
    - (D) condition and physical location; and
    - (E) use (including technical specifications); and
  - (ii) Sub-contracts and other relevant agreements (including relevant software licences, maintenance and support

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agreements and equipment rental and lease agreements)  
required for the performance of the Services;

- (b) create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Services, which shall contain sufficient detail to permit the Authority and/or Replacement Supplier to understand how the Supplier provides the Services and to enable the smooth transition of the Services with the minimum of disruption;
  - (c) agree the format of the Registers with the Authority as part of the process of agreeing the Exit Plan; and
  - (d) at all times keep the Registers up to date, in particular in the event that Assets, Sub-contracts or other relevant agreements are added to or removed from the Services.
- 2.2 The Supplier shall procure that all Exclusive Assets listed in the Registers are clearly marked to identify that they are exclusively used for the provision of the Services under this Contract.
- 2.3 Each Party shall appoint a person for the purposes of managing the Parties' respective obligations under this Schedule and provide written notification of such appointment to the other Party within 3 months of the Effective Date. The Supplier's Exit Manager shall be responsible for ensuring that the Supplier and its employees, agents and Sub-contractors comply with this Schedule. The Supplier shall ensure that its Exit Manager has the requisite authority to arrange and procure any resources of the Supplier as are reasonably necessary to enable the Supplier to comply with the requirements set out in this Schedule. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the termination of this Contract and all matters connected with this Schedule and each Party's compliance with it.

### **3 OBLIGATIONS TO ASSIST ON RE-TENDERING OF SERVICES**

- 3.1 On reasonable notice at any point during the Term, the Supplier shall provide to the Authority and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), the following material and information in order to facilitate the preparation by the Authority of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence:
- (a) details of the Service(s);
  - (b) a copy of the Registers, updated by the Supplier up to the date of delivery of such Registers;
  - (c) an inventory of Authority Data in the Supplier's possession or control;

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- (d) details of any key terms of any third party contracts and licences, particularly as regards charges, termination, assignment and novation;
- (e) a list of on-going and/or threatened disputes in relation to the provision of the Services;
- (f) to the extent permitted by applicable Law, all information relating to Transferring Supplier Employees required to be provided by the Supplier under this Contract; and
- (g) such other material and information as the Authority shall reasonably require,

(together, the “**Exit Information**”).

3.2 The Supplier acknowledges that the Authority may disclose the Supplier's Confidential Information to an actual or prospective Replacement Supplier or any third party whom the Authority is considering engaging to the extent that such disclosure is necessary in connection with such engagement (except that the Authority may not under this Paragraph 3.2 disclose any Supplier's Confidential Information which is information relating to the Supplier's or its Sub-contractors' prices or costs).

3.3 The Supplier shall:

- (a) notify the Authority within 5 Working Days of any material change to the Exit Information which may adversely impact upon the potential transfer and/or continuance of any Services and shall consult with the Authority regarding such proposed material changes; and
- (b) provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and in any event within 10 Working Days of a request in writing from the Authority.

3.4 The Supplier may charge the Authority for its reasonable additional costs to the extent the Authority requests more than 4 updates in any 6 month period.

3.5 The Exit Information shall be accurate and complete in all material respects and the level of detail to be provided by the Supplier shall be such as would be reasonably necessary to enable a third party to:

- (a) prepare an informed offer for those Services; and
- (b) not be disadvantaged in any subsequent procurement process compared to the Supplier (if the Supplier is invited to participate).



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**4 OBLIGATION TO ENTER INTO AN ETHICAL WALL AGREEMENT ON RE-TENDERING OF SERVICES**

- 4.1 The Authority may require the Supplier to enter into the Ethical Wall Agreement at any point during a re-tendering or contemplated re-tendering of the Services or any part of the Services.
- 4.2 If required to enter into the Ethical Wall Agreement, the Supplier will return a signed copy of the Ethical Wall Agreement within 10 Working Days of receipt. The Supplier's costs of entering into the Ethical Wall Agreement will be borne solely by the Supplier.

**5 EXIT PLAN**

- 5.1 The Supplier shall, within 3 months after the Effective Date, deliver to the Authority an Exit Plan which:
- (a) sets out the Supplier's proposed methodology for achieving an orderly transition of the relevant Services from the Supplier to the Authority and/or its Replacement Supplier on the Partial Termination, expiry or termination of this Contract;
  - (b) complies with the requirements set out in Paragraph 5.2; and
  - (c) is otherwise reasonably satisfactory to the Authority.
- 5.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within 20 Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 5.3 The Exit Plan shall set out, as a minimum:
- (a) how the Exit Information is obtained;
  - (b) separate mechanisms for dealing with Ordinary Exit and Emergency Exit, the provisions relating to Emergency Exit being prepared on the assumption that the Supplier may be unable to provide the full level of assistance which is required by the provisions relating to Ordinary Exit, and in the case of Emergency Exit, provision for the supply by the Supplier of all such reasonable assistance as the Authority shall require to enable the Authority or its sub-contractors to provide the Services;
  - (c) a mechanism for dealing with Partial Termination on the assumption that the Supplier will continue to provide the remaining Services under this Contract;

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- (d) the management structure to be employed during both transfer and cessation of the Services in an Ordinary Exit and an Emergency Exit;
- (e) the management structure to be employed during the Termination Assistance Period;
- (f) a detailed description of both the transfer and cessation processes, including a timetable, applicable in the case of an Ordinary Exit and an Emergency Exit;
- (g) how the Services will transfer to the Replacement Supplier and/or the Authority, including details of the processes, documentation, data transfer, systems migration, security and the segregation of the Authority's technology components from any technology components operated by the Supplier or its Sub-contractors (where applicable);
- (h) the scope of the Termination Services that may be required for the benefit of the Authority (including such of the services set out in Annex 1 as are applicable);
- (i) a timetable and critical issues for providing the Termination Services;
- (j) any charges that would be payable for the provision of the Termination Services (calculated in accordance with the methodology that would apply if such Services were being treated as a Contract Change), together with a capped estimate of such charges;
- (k) how the Termination Services would be provided (if required) during the Termination Assistance Period;
- (l) procedures to deal with requests made by the Authority and/or a Replacement Supplier for Staffing Information pursuant to Schedule 28 (Staff Transfer); and
- (m) how each of the issues set out in this Schedule will be addressed to facilitate the transition of the Services from the Supplier to the Replacement Supplier and/or the Authority with the aim of ensuring that there is no disruption to or degradation of the Services during the Termination Assistance Period.

5.4 The Parties acknowledge that the migration of the Services from the Supplier to the Authority and/or its Replacement Supplier may be phased, such that certain of the Services are handed over before others.

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- 5.5 The Supplier shall review and (if appropriate) update the Exit Plan on a basis consistent with the principles set out in this Schedule in the first month of each Contract Year (commencing with the second Contract Year) and if requested by the Authority following the occurrence of a Financial Distress Event, within 14 days of such request, to reflect any changes in the Services that have occurred since the Exit Plan was last agreed. Following such update, the Supplier shall submit the revised Exit Plan to the Authority for review. Within 20 Working Days following submission of the revised Exit Plan, the Parties shall meet and use reasonable endeavours to agree the contents of the revised Exit Plan. If the Parties are unable to agree the contents of the revised Exit Plan within that 20 Working Day period, such dispute shall be resolved in accordance with the Dispute Resolution Procedure.

**Finalisation of the Exit Plan**

- 5.6 Within 20 Working Days after service of a Termination Notice by either Party or 6 months prior to the expiry of this Contract, the Supplier will submit for the Authority's approval the Exit Plan in a final form that could be implemented immediately. The final form of the Exit Plan shall be prepared on a basis consistent with the principles set out in this Schedule and shall reflect any changes in the Services that have occurred since the Exit Plan was last agreed.
- 5.7 The Parties will meet and use their respective reasonable endeavours to agree the contents of the final form of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within 20 Working Days following its delivery to the Authority then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure. Until the agreement of the final form of the Exit Plan, the Supplier shall provide the Termination Services in accordance with the principles set out in this Schedule and the last approved version of the Exit Plan (insofar as relevant).

**6 TERMINATION SERVICES**

**Notification of Requirements for Termination Services**

- 6.1 The Authority shall be entitled to require the provision of Termination Services at any time during the Term by giving written notice to the Supplier (a "**Termination Assistance Notice**") at least 4 months prior to the date of termination or expiry of this Contract or as soon as reasonably practicable (but in any event, not later than 1 month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:
- (a) the date from which Termination Services are required;
  - (b) the nature of the Termination Services required; and
  - (c) the period during which it is anticipated that Termination Services will be required, which shall continue no longer than 24 months

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after the expiry of the Initial Term or any Extension Period or earlier termination of this Contract;

6.2 The Authority shall have:

- (a) an option to extend the period of assistance beyond the period specified in the Termination Assistance Notice provided that such extension shall not extend the Termination Assistance period beyond the date which is 30 months after expiry of the Initial Term or any Extension Period or earlier termination of this Contract ;and provided that it shall notify the Supplier to such effect no later than 20 Working Days prior to the date on which the provision of Termination Services is otherwise due to expire; and
- (b) the right to terminate its requirement for Termination Services by serving not less than 20 Working Days' written notice upon the Supplier to such effect.

**Termination Assistance Period**

6.3 Throughout the Termination Assistance Period, or such shorter period as the Authority may require, the Supplier shall:

- (a) continue to provide the Services (as applicable) and, if required by the Authority pursuant to Paragraph 6.1, provide the Termination Services;
- (b) in addition to providing the Services and the Termination Services, provide to the Authority any reasonable assistance requested by the Authority to allow the Services to continue without interruption following the Partial Termination, termination or expiry of this Contract and to facilitate the orderly transfer of responsibility for and conduct of the Services to the Authority and/or its Replacement Supplier;
- (c) use all reasonable endeavours to reallocate resources to provide such assistance as is referred to in Paragraph 6.3(b) without additional costs to the Authority;
- (d) provide the Services and the Termination Services at no detriment to the Target Performance Levels, save to the extent that the Parties agree otherwise in accordance with Paragraph 6.5; and
- (e) at the Authority's request and on reasonable notice, deliver up-to-date Registers to the Authority.

6.4 Without prejudice to the Supplier's obligations under Paragraph 6.3(c), if it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 6.3(b) without additional costs to the

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Authority, any additional costs incurred by the Supplier in providing such reasonable assistance which is not already in the scope of the Termination Services or the Exit Plan shall be subject to the Change Control Procedure.

- 6.5 If the Supplier demonstrates to the Authority's reasonable satisfaction that transition of the Services and provision of the Termination Services during the Termination Assistance Period will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Target Performance Level(s), the Parties shall vary the relevant Target Performance Level(s) and/or the applicable Service Credits to take account of such adverse effect.

**Termination Obligations**

- 6.6 The Supplier shall comply with all of its obligations contained in the Exit Plan in respect of any Partial Termination or termination.
- 6.7 Upon termination or expiry (as the case may be) or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Services and the Termination Services and its compliance with the other provisions of this Schedule) in respect of the Services that have been terminated, the Supplier shall:
- (a) cease to use the Authority Data;
  - (b) provide the Authority and/or the Replacement Supplier with a complete and uncorrupted version of the Authority Data in electronic form (or such other format as reasonably required by the Authority);
  - (c) erase from any computers, storage devices and storage media that are to be retained by the Supplier after the end of the Termination Assistance Period all Authority Data and promptly certify to the Authority that it has completed such deletion;
  - (d) return to the Authority such of the following as is in the Supplier's possession or control:
    - (i) all copies of the Authority Software and any other software licensed by the Authority to the Supplier under this Contract;
    - (ii) all materials created by the Supplier under this Contract in which the IPRs are owned by the Authority;
    - (iii) any parts of the IT Environment and any other equipment which belongs to the Authority; and
    - (iv) any items that have been on-charged to the Authority, such as consumables;

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- (e) vacate any Authority Premises unless access is required to continue to deliver the Services;
- (f) provide access during normal working hours to the Authority and/or the Replacement Supplier for up to 12 months after the Partial Termination, expiry or termination of this Contract to:
  - (i) such information relating to the Services as remains in the possession or control of the Supplier; and
  - (ii) such members of the Supplier Personnel as have been involved in the design, development and provision of the Services and who are still employed by the Supplier, provided that the Authority and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to requests for access under this Paragraph 6.7(f)(ii).

6.8 Upon Partial Termination, termination or expiry (as the case may be) or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Services and the Termination Services and its compliance with the other provisions of this Schedule), each Party shall return to the other Party (or if requested, destroy or delete) all Confidential Information of the other Party in respect of the terminated Services and shall certify that it does not retain the other Party's Confidential Information save to the extent (and for the limited period) that such information needs to be retained by the Party in question for the purposes of providing or receiving any Services or Termination Services or for statutory compliance purposes.

6.9 Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Authority to the Supplier in relation to the terminated Services shall be terminated with effect from the end of the Termination Assistance Period.

## **7 ASSETS, SUB-CONTRACTS AND SOFTWARE**

7.1 Following notice of termination or Partial Termination of this Contract and during the Termination Assistance Period, the Supplier shall not, in respect of the terminated Services, without the Authority's prior written consent:

- (a) terminate, enter into or vary any Sub-contract except to the extent that such change does not or will not affect the provision of Services or the Charges;
- (b) (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Assets or acquire any new Assets; or

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- (c) terminate, enter into or vary any licence for software in connection with the Services.

7.2 Within 20 Working Days of receipt of the up-to-date Registers provided by the Supplier pursuant to Paragraph 6.3(e), the Authority shall provide written notice to the Supplier setting out:

- (a) which, if any, of the Transferable Assets the Authority requires to be transferred to the Authority and/or the Replacement Supplier in respect of the terminated Services ("**Transferring Assets**");

- (i) which, if any, of:

- (A) the Exclusive Assets that are not Transferable Assets;  
and

- (B) the Non-Exclusive Assets,

- the Authority and/or the Replacement Supplier requires the continued use of; and

- (b) which, if any, of Transferable Contracts the Authority requires to be assigned or novated to the Authority and/or the Replacement Supplier (the "**Transferring Contracts**"),

in order for the Authority and/or its Replacement Supplier to provide the Services from the expiry of the Termination Assistance Period. Where requested by the Authority and/or its Replacement Supplier, the Supplier shall provide all reasonable assistance to the Authority and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts the Authority and/or its Replacement Supplier requires to provide the Services or Replacement Services. Where requested by the Supplier, the Authority and/or its Replacement Supplier shall discuss in good faith with the Supplier which Transferable Contracts are used by the Supplier in matters unconnected to the Services or Replacement Services.

7.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Authority and/or its nominated Replacement Supplier for a consideration equal to their Net Book Value, except where:

- (a) a Termination Payment is payable by the Authority to the Supplier, in which case, payment for such Assets shall be included within the Termination Payment; or
- (b) the cost of the Transferring Asset has been partially or fully paid for through the Charges at the time of expiry or termination of this Contract, in which case the Authority shall pay the Supplier the Net

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Book Value of the Transferring Asset less the amount already paid through the Charges.

- 7.4 Risk in the Transferring Assets shall pass to the Authority or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title to the Transferring Assets shall pass to the Authority or the Replacement Supplier (as appropriate) on payment for the same.
- 7.5 Where the Supplier is notified in accordance with Paragraph 7.2(b) that the Authority and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:
- (a) procure a non-exclusive, perpetual, royalty-free licence (or licence on such other terms that have been agreed by the Authority) for the Authority and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which
  - (b) procure a suitable alternative to such assets and the Authority or the Replacement Supplier shall bear the reasonable proven costs of procuring the same.
- 7.6 The Supplier shall as soon as reasonably practicable assign or procure the novation to the Authority and/or the Replacement Supplier of the Transferring Contracts. The Supplier shall execute such documents and provide such other assistance as the Authority reasonably requires to effect this novation or assignment.
- 7.7 The Authority shall:
- (a) accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and
  - (b) once a Transferring Contract is novated or assigned to the Authority and/or the Replacement Supplier, carry out, perform and discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.
- 7.8 The Supplier shall hold any Transferring Contracts on trust for the Authority until such time as the transfer of the relevant Transferring Contract to the Authority and/or the Replacement Supplier has been effected.
- 7.9 The Supplier shall indemnify the Authority (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or



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novated to the Authority (and/or Replacement Supplier) pursuant to Paragraph 7.6 both:

- (a) in relation to any matters arising prior to the date of assignment or novation of such Sub-contract; and
- (b) in relation to any matters arising after the date of assignment or novation of such Sub-contract where the loss, liability or cost arises as a result of the Supplier's failure to comply with Clause 16 (*Intellectual Property Rights*) and/or Schedule 32 (*Intellectual Property Rights*).

## **8 SUPPLIER PERSONNEL**

- 8.1 The Authority and Supplier agree and acknowledge that in the event of the Supplier ceasing to provide the Services or part of them for any reason, Schedule 28 (Staff Transfer) shall apply.
- 8.2 The Supplier shall not take any step (expressly or implicitly or directly or indirectly by itself or through any other person) to dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to the Authority and/or the Replacement Supplier.
- 8.3 During the Termination Assistance Period, the Supplier shall give the Authority and/or the Replacement Supplier reasonable access to the Supplier's personnel to present the case for transferring their employment to the Authority and/or the Replacement Supplier.
- 8.4 The Supplier shall immediately notify the Authority or, at the direction of the Authority, the Replacement Supplier of any period of notice given by the Supplier or received from any person referred to in the Staffing Information, regardless of when such notice takes effect.
- 8.5 The Supplier shall not for a period of 12 months from the date of transfer re-employ or re-engage or entice any employees, suppliers or Sub-contractors whose employment or engagement is transferred to the Authority and/or the Replacement Supplier, except that this Paragraph shall not apply where the employee, supplier or Sub-contractor applies in response to a public advertisement of a vacancy.

## **9 CHARGES**

- 9.1 During the Termination Assistance Period (or for such shorter period as the Authority may require the Supplier to provide the Termination Services), the Authority shall pay the Charges to the Supplier in respect of the Termination Services in accordance with the rates set out in the Exit Plan (but shall not be required to pay costs in excess of the estimate set out in the Exit Plan). If the scope or timing of the Termination Services is changed and this results in a

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change to the costs of such Termination Services, the estimate may be varied in accordance with the Change Control Procedure.

- 9.2 Where the Authority requests an extension to the Termination Services beyond the Termination Assistance Period in accordance with Paragraph 6.2:
- (a) where more than 6 months' notice is provided, the same rate as set out in the Exit Plan (or the Charges when not stated in the Exit Plan) shall be payable; and
  - (b) where less than 6 months' notice is provided, no more than 1.2 times the rate as set out in the Exit Plan (or the Charges when not stated in the Exit Plan) shall be payable.
- 9.3 For the purpose of calculating the costs of providing the Termination Services for inclusion in the Exit Plan or, if no Exit Plan has been agreed, the costs of providing Termination Services shall be determined in accordance with the Change Control Procedure.
- 9.4 Except as otherwise expressly specified in this Agreement, the Supplier shall not make any charges for the services provided by the Supplier pursuant to, and the Authority shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with, this Schedule including the preparation and implementation of the Exit Plan and any activities mutually agreed between the Parties to carry on after the expiry of the Termination Assistance Period.

**10 APPORTIONMENTS**

- 10.1 All outgoings and expenses (including any remuneration due) and all rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Authority and the Supplier and/or the Replacement Supplier and the Supplier (as applicable) as follows:
- (a) the amounts shall be annualised and divided by 365 to reach a daily rate;
  - (b) the Authority shall be responsible for (or shall procure that the Replacement Supplier shall be responsible for) or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and
  - (c) the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.
- 10.2 Each Party shall pay (and/or the Authority shall procure that the Replacement Supplier shall pay) any monies due under Paragraph 10.1 as soon as reasonably practicable.

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**ANNEX 1: SCOPE OF THE TERMINATION SERVICES**

- 1.1 The Termination Services to be provided by the Supplier shall include such of the following services as the Authority may specify:
- (a) ceasing all non-critical Software changes (except where agreed in writing with the Authority);
  - (b) notifying the Sub-contractors of procedures to be followed during the Termination Assistance Period and providing management to ensure these procedures are followed;
  - (c) providing assistance and expertise as necessary to examine all operational and business processes (including all supporting documentation) in place and re-writing and implementing processes and procedures such that they are appropriate for use by the Authority and/or the Replacement Supplier after the end of the Termination Assistance Period;
  - (d) delivering to the Authority the existing systems support profiles, monitoring or system logs, problem tracking/resolution documentation and status reports all relating to the 12 month period immediately prior to the commencement of the Termination Services;
  - (e) providing details of work volumes and staffing requirements over the 12 month period immediately prior to the commencement of the Termination Services;
  - (f) with respect to work in progress as at the end of the Termination Assistance Period, documenting the current status and stabilising for continuity during transition;
  - (g) providing the Authority with any problem logs which have not previously been provided to the Authority;
  - (h) providing assistance and expertise as necessary to examine all governance and reports in place for the provision of the Services and re-writing and implementing these during and for a period of 12 months after the Termination Assistance Period;
  - (i) providing assistance and expertise as necessary to examine all relevant roles and responsibilities in place for the provision of the Services and re-writing and implementing these such that they are appropriate for the continuation of the Services after the Termination Assistance Period;

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- (j) agreeing with the Authority an effective communication strategy and joint communications plan which sets out the implications for Supplier Personnel, Authority staff, customers and key stakeholders;
- (k) reviewing all Software libraries used in connection with the Services and providing details of these to the Authority and/or the Replacement Supplier;
- (l) providing assistance and expertise as necessary to support the Authority and/or the Replacement Supplier develop the migration plan for business operations and Authority Data to the Replacement Supplier, which may include migration approach, testing of plans, contingency options, and handling of historic or archived Authority Data;
- (m) provide all necessary support, equipment, tools, and Software such as data migration services and/or Automated Programming Interfaces, in order to enable and support the execution of the migration plan by the Authority and/or Replacement Supplier;
- (n) making available to the Authority and/or the Replacement Supplier expertise to analyse training requirements and provide all necessary training for the use of tools by such staff as are nominated by the Authority (acting reasonably) at the time of termination or expiry;
- (o) assisting in establishing naming conventions for any new production site;
- (p) analysing and providing information about capacity and performance requirements, processor requirements and bandwidth requirements, and known planned requirements for capacity growth across these areas;
- (q) generating and sharing a set of files, documents, reports or extracts that detail the configuration of the SaaS Vendor core solution such that the solution can be understood and maintained. Additionally in respect to the Integration Hub a set of technical specifications and build documents including functional specifications, high-level design, source code, release notes, test scripts and reports that details operational procedures and code used in the build and deployment of said integrations for the purpose of ongoing maintenance and further development;
- (r) agreeing with the Authority a handover plan for all of the Supplier's responsibilities as set out in the Security Management Plan;

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- (s) delivering copies of the production databases (with content listings) to the Authority's and/or the Replacement Supplier's operations staff (on appropriate media) as reasonably requested by the Authority;
- (t) assisting with the loading, testing and implementation of the production databases;
- (u) assisting in the execution of a parallel operation until the effective date of expiry or termination of this Contract;
- (v) in respect of the maintenance and support of the Supplier System, providing historical performance data for the previous 2 years;
- (w) assisting in the execution of a parallel operation of the maintenance and support of the Supplier System until the end of the Termination Assistance Period or as otherwise specified by the Authority (provided that these Services shall end on a date no later than the end of the Termination Assistance Period);
- (x) providing an information pack listing and describing the Services for use by the Authority in the procurement of the Replacement Services;
- (y) answering all reasonable questions from the Authority and/or the Replacement Supplier regarding the Services;
- (z) agreeing with the Authority and/or the Replacement Supplier a plan for the migration of the Authority Data to the Authority and/or the Replacement Supplier;
- (aa) providing access to the Authority and/or the Replacement Supplier during the Termination Assistance Period and for a period not exceeding 6 months afterwards for the purpose of the smooth transfer of the Services to the Authority and/or the Replacement Supplier:
  - (i) to information and documentation relating to the Transferring Services that is in the possession or control of the Supplier or its Sub-contractors (and the Supplier agrees and shall procure that its Sub-contractors do not destroy or dispose of that information within this period) including the right to take reasonable copies of that material; and
  - (ii) following reasonable notice and during the Supplier's normal business hours, to members of the Supplier Personnel who have been involved in the provision or management of the Services and who are still employed or engaged by the Supplier or its Sub-contractors; and

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- (bb) knowledge transfer services, including:
- (i) transferring all training material and providing appropriate training to those Authority and/or Replacement Supplier staff responsible for internal training in connection with the provision of the Services;
  - (ii) providing for transfer to the Authority and/or the Replacement Supplier of all knowledge reasonably required for the provision of the Services which may, as appropriate, include information, records and documents;
  - (iii) providing the Supplier and/or the Replacement Supplier with access to such members of the Supplier's or its Sub-contractors' personnel as have been involved in the design, development, provision or management of the Services and who are still employed or engaged by the Supplier or its Sub-contractors; and
  - (iv) allowing the Authority and/or the Replacement Supplier to work alongside and observe the performance of the Services by the Supplier at its Sites used to fulfil the Services (subject to compliance by the Authority and the Replacement Supplier with any applicable security and/or health and safety restrictions,

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

**1.2 The Supplier shall:**

- (a) provide a documented plan relating to the training matters referred to in Paragraph 1.1(n) for agreement by the Authority at the time of termination or expiry of this Contract;
- (b) co-operate fully in the execution of the handover plan agreed pursuant to Paragraph 1.1(r), providing skills and expertise of a suitable standard; and
- (c) fully co-operate in the execution of the Authority Data migration plan agreed pursuant to Paragraph 1.1(z), providing skills and expertise of a reasonably acceptable standard.

**1.3 To facilitate the transfer of knowledge from the Supplier to the Authority and/or its Replacement Supplier, the Supplier shall provide a detailed explanation of the procedures and operations used to provide the Services, the change management process and other standards and procedures to the operations personnel of the Authority and/or the Replacement Supplier.**

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- 1.4 The information which the Supplier shall provide to the Authority and/or the Replacement Supplier pursuant to Paragraph 1.1(aa) 1.1(z) shall include:
- (a) copies of up-to-date procedures and operations manuals;
  - (b) product information;
  - (c) agreements with third party suppliers of goods and services which are to be transferred to the Authority and/or the Replacement Supplier;
  - (d) key support contact details for third party supplier personnel under contracts which are to be assigned or novated to the Authority pursuant to this Schedule;
  - (e) information regarding any unresolved faults in progress at the commencement of the Termination Assistance Period as well as those expected to be in progress at the end of the Termination Assistance Period;
  - (f) details of physical and logical security processes and tools which will be available to the Authority; and
  - (g) any relevant interface information,
- and such information shall be updated by the Supplier at the end of the Termination Assistance Period.
- 1.5 During the Termination Assistance Period the Supplier shall grant any agent or personnel (including employees, consultants and Suppliers) of the Replacement Supplier and/or the Authority access, during business hours and upon reasonable prior written notice, to any Sites for the purpose of effecting a prompt knowledge transfer provided that:
- (a) any such agent or personnel (including employees, consultants and suppliers) having access to any Sites pursuant to this Paragraph 1.5 shall:
    - (i) sign a confidentiality undertaking in favour of the Supplier (in such form as the Supplier shall reasonably require); and
    - (ii) during each period of access comply with the security, systems and facilities operating procedures of the Supplier relevant to such Site and that the Authority deems reasonable; and
  - (b) the Authority and/or the Replacement Supplier shall pay the reasonable, proven and proper costs of the Supplier incurred in facilitating such access.

**ANNEX 2: DRAFT ETHICAL WALL AGREEMENT**

**[THE AUTHORITY]**

**and**

**[THE COUNTERPARTY]**

**ETHICAL WALL AGREEMENT**



This Agreement is dated [ ] 20[ ] (the “Effective Date”).

**Between:**

- 1) [INSERT NAME OF AUTHORITY] (the “Authority”) [acting on behalf of the Crown] of [insert Authority's address]; and
- 2) [NAME OF COUNTERPARTY] a [company]/[limited liability partnership] registered in England and Wales under registered number [insert registered number] whose registered office is at [insert Counterparty's registered address] (the “Counterparty”),

together the “Parties” and each a “Party”.

**BACKGROUND**

- A. The Authority is obliged to ensure transparency, fairness, non-discrimination and equal treatment in relation to its procurement process pursuant to the Procurement Regulations (defined below). The purpose of this document (“Agreement”) is to define the protocols to be followed to prevent, identify and remedy any conflict of interest (whether actual, potential or perceived) in the context of the Purpose (defined below).
- B. The Authority is conducting a procurement exercise for the [supply/purchase/provision] of [insert details of project/goods/services] (the “Purpose”).
- C. The Parties wish to enter into this Agreement to ensure that a set of management processes, barriers and disciplines are put in place to ensure that conflicts of interest do not arise, and that the Counterparty does not obtain an unfair competitive advantage over Other Bidders.

**IT IS AGREED:**

**1 DEFINITIONS AND INTERPRETATION**

- 1.1 The following capitalised words and expressions shall have the following meanings in this Agreement and its recitals:

“Affiliate” means in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;

“Agreement” means this ethical walls agreement duly executed by the Parties;

**"Bid Team"** means any Representatives of the Counterparty, any of its Affiliates and/or any Subcontractors connected to the preparation of an ITT Response;

**"Central Government Body"** means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics, including:

- (a) Government Departments;
- (b) Non-Departmental Public Bodies or Assembly Sponsored Public Bodies (advisory, executive, or tribunal);
- (c) Non-Ministerial Departments; or
- (d) Executive Agencies;

**"Conflicted Personnel"** means any Representatives of:

- (a) the Counterparty;
- (b) any of the Counterparty's Affiliates; and/or
- (c) any Subcontractors,

who, because of the Counterparty's, any of its Affiliates' and/or any Subcontractors' relationship with the Authority under any Contract, have or have had access to information which creates or may create a conflict of interest or provide the Bid Team with an unfair advantage as regards information Other Bidders would not have;

**"Contract"** means any pre-existing or previous contract between the Authority and:

- (a) the Counterparty;
- (b) any of the Counterparty's Affiliates;
- (c) any Subcontractor; and
- (d) any other Third Party,

relating to the subject matter of the Purpose at the date of the commencement of the ITT Process;

**"Control"** means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the management of the company and **"Controls"** and **"Controlled"** shall be interpreted accordingly;

**"Effective Date"** means the date of this Agreement as set out above;

**"Invitation to Tender" or "ITT"** means an invitation to submit tenders issued by the Authority as part of an ITT Process (and shall include an Invitation to Negotiate);

**"ITT Process"** means, with regard to the Purpose, the relevant procedure provided for in the Procurement Regulations (as amended), which the Authority has elected to use to select a contractor or contractors, together with all relevant information, data, correspondence and/or documents issued and/or made available by or on behalf of the Authority as part of that procurement exercise and all information, correspondence and/or documents issued and/or made available by or on behalf of the bidders in response together with any resulting contracts;

**"ITT Response"** means the tender(s) submitted, or to be submitted, by the Counterparty, any of its Affiliates and/or any Subcontractors in response to any invitation(s) to submit bids under the ITT process;

**"Other Bidder"** means any other bidder or potential bidder that is not the Counterparty or any of its Affiliates that has taken or is taking part in the ITT Process;

**"Procurement Process"** means the period commencing on the earlier of: (a) the publication of the first notice in relation to the Purpose; and (b) the execution of this Agreement, and ending on the occurrence of: (i) the publication by the Authority of all contract award notices that result from the ITT Process; or (ii) the abandonment or termination of the ITT Process as notified by the Authority;

**"Procurement Regulations"** means the Public Contracts Regulations 2015, the Public Procurement (Amendment etc.)(EU Exit) Regulations 2020, the Defence and Security Public Contracts Regulations 2011, the Utilities Contracts Regulations 2016, and the Concession Contracts Regulations 2016, each as amended from time to time;

**"Professional Advisor"** means a supplier, subcontractor, advisor or consultant engaged by the Counterparty and/or any of its Affiliates under the auspices of compiling its ITT response;

**"Purpose"** has the meaning given to it in recital B to this Agreement;

**"Representative"** refers to a person's officers, directors, employees, advisers (including the officers, directors, employees, advisers and agents of any Professional Advisors), agents and, where the context admits, providers or potential providers of finance (including their representatives) to the Counterparty, any of its Affiliates and/or any subcontractors engaged in connection with the ITT Process;

**"Subcontractor"** means an existing or proposed subcontractor of:

- (a) the Counterparty; and/or

(b) any of the Counterparty's Affiliates,

who is connected to the preparation of an ITT Response (including key subcontractors named in the ITT Response);

**"Third Party"** means any person who is not a Party, including Other Bidders, their Affiliates and/or their Representatives; and

**"Working Day"** means any day of the week other than a weekend, when Banks in England and Wales are open for business.

- 1.2 Reference to the disclosure of information includes any communication or making available information and includes both direct and indirect disclosure.
- 1.3 Reference to the disclosure of information, or provision of access, by or to the Authority, the Counterparty, any of the Counterparty's Affiliates and/or any Subcontractors includes disclosure, or provision of access, by or to the Representatives of the Authority, the Counterparty, any of its Affiliates and/or any Subcontractors (as the case may be).
- 1.4 Reference to persons includes legal and natural persons.
- 1.5 Reference to any enactment is to that enactment as amended, supplemented, re-enacted or replaced from time to time.
- 1.6 Reference to clauses and recitals is to clauses of and recitals to this Agreement.
- 1.7 Reference to any gender includes any other.
- 1.8 Reference to writing includes email.
- 1.9 The terms **"associate"**, **"holding company"**, **"subsidiary"**, **"subsidiary undertaking"** and **"wholly owned subsidiary"** have the meanings attributed to them in the Companies Act 2006, except that for the purposes of section 1159(1)(a) of that Act, the words 'holds a majority of the voting rights' shall be changed to 'holds 30% or more of the voting rights', and other expressions shall be construed accordingly.
- 1.10 The words **"include"** and **"including"** are to be construed without limitation.
- 1.11 The singular includes the plural and vice versa.
- 1.12 The headings contained in this Agreement shall not affect its construction or interpretation.

## 2 ETHICAL WALLS

- 2.1 In consideration of the sum of £1 payable by the Authority to the Counterparty, receipt of which is hereby acknowledged, the Parties agree to be bound by the terms of this Agreement.

## Conflicts of Interest

### 2.2 The Counterparty:

- 2.2.1 shall take all appropriate steps to ensure that neither the Counterparty, nor its Affiliates, nor any Subcontractors nor any Representatives are in a position where, in the reasonable opinion of the Authority, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Counterparty, any of its Affiliates, any Subcontractors and/or any Representatives and the duties owed to the Authority under any Contract or pursuant to an open and transparent ITT Process; and
- 2.2.2 acknowledges and agrees that a conflict of interest may arise in situations where the Counterparty, any of its Affiliates, any Subcontractors and/or any Representatives intend to take part in the ITT Process and because of the Counterparty's, any of its Affiliates', any Subcontractors' and/or any Representatives' relationship with the Authority under any Contract, the Counterparty, any of its Affiliates, any Subcontractors and/or any Representatives have or have had access to information which could provide the Counterparty, any of its Affiliates, any Subcontractors and/or any Representatives with an advantage and render unfair an otherwise genuine and open competitive ITT Process.

### 2.3 Where there is or is likely to be a conflict of interest, or the perception of a conflict of interest, of any kind in relation to the ITT Process, the Counterparty shall take such steps that are necessary to eliminate the conflict of interest to the Authority's satisfaction, including one or more of the following:

- 2.3.1 not assigning any of the Conflicted Personnel to the Bid Team at any time;
- 2.3.2 providing to the Authority promptly upon request a complete and up to date list of any Conflicted Personnel and the personnel comprising the Bid Team and reissue such list to the Authority promptly upon any change to it;
- 2.3.3 ensuring that no act or omission by itself, its Affiliates, any Subcontractors and/or any Representatives results in information of any kind, however conveyed, or in any format and however so stored:
  - (a) about the ITT Process (gleaned from the performance of any Contract or otherwise); and/or
  - (b) which would or could in the opinion of the Authority confer an unfair advantage on the Counterparty in relation to its participation in the ITT Process,

becoming available to the Bid Team where the Authority has not made generally available that information to Other Bidders;

- 2.3.4 ensuring that by no act or omission by itself, its Affiliates, any Subcontractors and/or any Representatives and in particular the Bid Team results in information of any kind, however conveyed, in any format and however so stored about the ITT Process, its operation and all matters connected or ancillary to it becoming available to the Conflicted Personnel;
- 2.3.5 ensure that agreements that flow down the Counterparty's obligations in this Agreement, are entered into as necessary, between the Counterparty and its Affiliates and any Subcontractors [in a form to be approved by the Authority];
- 2.3.6 physically separating the Conflicted Personnel and the Bid Team, either in separate buildings or in areas with restricted access;
- 2.3.7 providing regular training to its Affiliates, any Subcontractors and/or Representatives to ensure it is complying with this Agreement;
- 2.3.8 monitoring Conflicted Personnel movements within restricted areas (both physical and electronic online areas) to ensure it is complying with this Agreement and to ensure adherence to the ethical wall arrangements the Counterparty, its Affiliates, any Subcontractors and/or any Representatives have put in place in order to comply with this Agreement;
- 2.3.9 ensuring that the Conflicted Personnel and the Bid Team are line managed and report independently of each other; and
- 2.3.10 complying with any other action as the Authority, acting reasonably, may direct in connection with the ITT Process and/or this Agreement.

#### **Notification of Conflicts of Interest**

2.4 The Counterparty shall:

- 2.4.1 notify the Authority immediately in writing of all perceived, potential and/or actual conflicts of interest that arise or have arisen;
- 2.4.2 submit in writing to the Authority full details of the nature of the perceived, potential and/or actual conflict of interest including full details of the risk assessments undertaken, the impact or potential impact of the perceived, potential and/or actual conflict, the measures and arrangements that have been established and/or are due to be established, to eliminate the perceived, potential and/or actual conflict, and the Counterparty's plans to prevent potential conflicts of interests from arising ("**Proposed Avoidance Measures**"); and

- 2.4.3 seek the Authority's approval to the Proposed Avoidance Measures which the Authority shall have the right to grant, grant conditionally or deny (if the Authority rejects the Proposed Avoidance Measures the Counterparty shall repeat the process set out in this Clause 2.4 until such time as the Authority grants approval or the Counterparty withdraws from the ITT Process).
- 2.5 The Counterparty will provide to the Authority, on demand, any and all information in relation to its adherence with its obligations set out under Clauses 2.2 and 2.3 as reasonably requested by the Authority.
- 2.6 The Authority reserves the right to require the Counterparty to demonstrate the measures put in place by the Counterparty under Clauses 2.2 and 2.3.
- 2.7 The Counterparty acknowledges that any provision of information or demonstration of measures, in accordance with Clauses 2.5 and 2.6, does not constitute acceptance by the Authority of the adequacy of such measures and does not discharge the Counterparty of its obligations or liability under this Agreement.

#### **Exclusion from the ITT Process**

- 2.8 Where, in the reasonable opinion of the Authority, there has been any breach by the Counterparty of Clauses 2.2, 2.3, or 2.4 or failure to obtain the Authority's approval of the Proposed Avoidance Measures the Authority shall be entitled to exclude the Counterparty, or any of its Affiliates and/or any Representatives, from the ITT Process, and the Authority may, in addition to the right to exclude, take such other steps as it deems necessary.
- 2.9 The actions of the Authority pursuant to Clause 2.8 shall not prejudice or affect any right of action or remedy under this Agreement or at law which shall have accrued or shall thereafter accrue to the Authority.

#### **Bid Costs**

- 2.10 In no event shall the Authority be liable for any bid costs incurred by:
- 2.10.1 the Counterparty or any of its Affiliates, any Representatives and/or any Subcontractors; or
- 2.10.2 any Third Party,
- as a result of any breach of this Agreement by the Counterparty, any of its Affiliates, any Subcontractors and/or Representatives, including where the Counterparty, any of its Affiliates, any Subcontractors or Representatives, or any Third Party is or are excluded from the ITT Process.

#### **Specific Remedies**

- 2.11 The Counterparty acknowledges and agrees that:

2.11.1 neither damages nor specific performance are adequate remedies in the event of a breach of the obligations in Clause 2; and

2.11.2 in the event of a breach of any of the obligations in Clause 2 which cannot be effectively remedied the Authority shall have the right to terminate both this Agreement and the Counterparty's participation in the ITT Process in each case with immediate effect on written notice.

### **3 SOLE RESPONSIBILITY**

3.1 It is the sole responsibility of the Counterparty to comply with the terms of this Agreement, including ensuring its Affiliates, any Subcontractors, and/or any Representatives comply with the terms of this Agreement. No approval by the Authority of any procedures, agreements or arrangements provided by the Counterparty, any of its Affiliates, any Subcontractors and/or their Representatives to the Authority shall discharge the Counterparty's obligations.

### **4 WAIVER AND INVALIDITY**

4.1 No failure or delay by any Party in exercising any right, power or privilege under this Agreement or by law shall constitute a waiver of that or any other right, power or privilege, nor shall it restrict the further exercise of that or any other right, power or privilege. No single or partial exercise of such right, power or privilege shall prevent or restrict the further exercise of that or any other right, power or privilege.

4.2 If any provision of this Agreement is prohibited or unenforceable in any jurisdiction in relation to any Party, such prohibition or unenforceability will not invalidate the remaining provisions of this Agreement, or affect the validity or enforceability of the provisions of this Agreement in relation to any other Party or any other jurisdiction.

### **5 ASSIGNMENT AND NOVATION**

5.1 The Counterparty 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 Agreement without the prior written consent of the Authority.

5.2 The Authority may assign, novate or otherwise dispose of any or all of its rights, obligations and liabilities under this Agreement and/or any associated licences to:

5.2.1 any Central Government Body; or

5.2.2 to a body other than a Central Government Body (including any private sector body) which performs any of the functions that previously had been performed by the Authority; and



5.2.3 the Counterparty shall, at the Authority's request, enter into a novation agreement in such form as the Authority may reasonably specify in order to enable the Authority to exercise its rights pursuant to this Clause 5.

5.3 A change in the legal status of the Authority such that it ceases to be a Central Government Body shall not affect the validity of this Agreement and this Agreement shall be binding on any successor body to the Authority.

## **6 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

6.1 A person who is not a Party to this Agreement has no right under the Contract (Rights of Third Parties) Act 1999 (as amended, updated or replaced from time to time) to enforce any term of this Agreement, but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

## **7 TRANSPARENCY**

7.1 The Parties acknowledge and agree that the Authority is under a legal duty pursuant to the Procurement Regulations to run transparent and fair procurement processes. Accordingly, the Authority may disclose the contents of this Agreement to Other Bidders (and/or potential Other Bidders) for the purposes of transparency and in order to evidence that a fair procurement process has been followed.

## **8 NOTICES**

8.1 Any notices sent under this Agreement must be in writing.

8.2 The following table sets out the method by which notices may be served under this Agreement and the respective deemed time and proof of service:

<b>Manner of Delivery</b>	<b>Deemed time of service</b>	<b>Proof of service</b>
Email.	9.00am on the first Working Day after sending	Dispatched as a pdf attachment to an e-mail to the correct e-mail address without any error message.
Personal delivery.	On delivery, provided delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the next Working Day.	Properly addressed and delivered as evidenced by signature of a delivery receipt.

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Manner of Delivery	Deemed time of service	Proof of service
Prepaid, Royal Mail Signed For™ 1 <sup>st</sup> Class or other prepaid, next Working Day service providing proof of delivery.	At the time recorded by the delivery service, provided that delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the same Working Day (if delivery before 9.00am) or on the next Working Day (if after 5.00pm).	Properly addressed prepaid and delivered as evidenced by signature of a delivery receipt.

- 8.3 Notices shall be sent to the addresses set out below or at such other address as the relevant Party may give notice to the other Party for the purpose of service of notices under this Agreement:

	Counterparty	Authority
Contact		
Address		
Email		

- 8.4 This Clause 8 does not apply to the service of any proceedings or other documents in any legal action or other method of dispute resolution.

## 9 WAIVER AND CUMULATIVE REMEDIES

- 9.1 The rights and remedies under this Agreement may be waived only by notice, and in a manner that expressly states that a waiver is intended. A failure or delay by a Party in ascertaining or exercising a right or remedy provided under this Agreement or by law shall not constitute a waiver of that 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 any right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 9.2 Unless otherwise provided in this Agreement, rights and remedies under this Agreement are cumulative and do not exclude any rights or remedies provided by law, in equity or otherwise.

## 10 TERM

- 10.1 Each Party's obligations under this Agreement shall continue in full force and effect for period of [ ] years from the Effective Date/[or for the period of the duration of the Procurement Process]

**11 GOVERNING LAW AND JURISDICTION**

- 11.1 This Agreement and any issues, disputes or claims (whether contractual or non-contractual) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.
- 11.2 The Parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) that arises out of or in connection with this Agreement or its subject matter or formation.

Signed by the Authority

Name:

Signature:

Position in Authority:

Signed by the Counterparty

Name:

Signature:

Position in Counterparty:

## **SCHEDULE 26**

# **SERVICE CONTINUITY PLAN AND CORPORATE RESOLUTION PLANNING**

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**Schedule 26 – Service Continuity Plan and Corporate Resolution Planning**

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**PART A: SERVICE CONTINUITY PLAN**

**1 DEFINITIONS**

1.1 In this Schedule, the following definitions shall apply:

<b>“Business Continuity Plan”</b>	has the meaning given in Paragraph 2.2(a)(ii);
<b>“Business Continuity Services”</b>	has the meaning given in Paragraph 4.2(b);
<b>“Department”</b>	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:  (a) Government Department; or (b) Non-Ministerial Department.
<b>“Disaster”</b>	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 a period of 12 hours or more or which is reasonably anticipated will mean that the Services or a material part of the Services will be unavailable for that period;
<b>“Disaster Recovery Plan”</b>	has the meaning given in Paragraph 2.2(a)(iii);
<b>“Disaster Recovery Services”</b>	the services embodied in the processes and procedures for restoring the Services following the occurrence of a Disaster;
<b>“Disaster Recovery System”</b>	the system identified by the Supplier in the Supplier Solution which shall be used for the purpose of delivering the Disaster Recovery Services;
<b>“Insolvency Continuity Plan”</b>	has the meaning given in Paragraph 2.2(a)(iv).

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<b>“Related Service Provider”</b>	any person who provides services to the Authority in relation to this Contract from time to time, which persons include as at the Effective;
<b>“Review Report”</b>	has the meaning given in Paragraphs 7.2(a) to 7.2(c);
<b>“Service Continuity Plan”</b>	means the plan prepared pursuant to Paragraph 2 of this Schedule which incorporates the Business Continuity Plan, Disaster Recovery Plan and the Insolvency Continuity Plan;

## **2 SERVICE CONTINUITY PLAN**

- 2.1 Within 40 Working Days from the Effective Date the Supplier shall prepare and deliver to the Authority for the Authority’s written approval a plan, which shall detail the processes and arrangements that the Supplier shall follow to:
- (a) ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Services (including where caused by an Insolvency Event of the Supplier, any Key Sub-contractor and/or any Supplier Group member); and
  - (b) the recovery of the Services in the event of a Disaster.
- 2.2 The Service Continuity Plan shall:
- (a) be divided into four parts:
    - (i) Part A which shall set out general principles applicable to the Service Continuity Plan;
    - (ii) Part B which shall relate to business continuity (the **“Business Continuity Plan”**);
    - (iii) Part C which shall relate to disaster recovery (the **“Disaster Recovery Plan”**);
    - (iv) Part D which shall relate to an Insolvency Event of the Supplier, any Key Sub-contractors and/or any Supplier Group member (the **“Insolvency Continuity Plan”**); and
  - (b) unless otherwise required by the Authority in writing, be based upon and be consistent with the provisions of Paragraphs 3, 4, 5 and 6.
- 2.3 Following receipt of the draft Service Continuity Plan from the Supplier, the Authority shall:

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- (a) review and comment on the draft Service Continuity Plan as soon as reasonably practicable; and
- (b) notify the Supplier in writing that it approves or rejects the draft Service Continuity Plan no later than 20 Working Days after the date on which the draft Service Continuity Plan is first delivered to the Authority.

**2.4 If the Authority rejects the draft Service Continuity Plan:**

- (a) the Authority shall inform the Supplier in writing of its reasons for its rejection; and
- (b) the Supplier shall then revise the draft Service Continuity Plan (taking reasonable account of the Authority's comments) and shall re-submit a revised draft Service Continuity Plan to the Authority for the Authority's approval within 20 Working Days of the date of the Authority's notice of rejection. The provisions of Paragraph 2.3 and this Paragraph 2.4 shall apply again to any resubmitted draft Service Continuity Plan, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.

**3 SERVICE CONTINUITY PLAN: PART A – GENERAL PRINCIPLES AND REQUIREMENTS**

**3.1 Part A of the Service Continuity Plan shall:**

- (a) set out how the business continuity, disaster recovery and insolvency continuity elements of the plan link to each other;
- (b) provide details of how the invocation of any element of the Service Continuity Plan may impact upon the operation of the Services and any services provided to the Authority by a Related Service Provider;
- (c) contain an obligation upon the Supplier to liaise with the Authority and (at the Authority's request) any Related Service Provider with respect to issues concerning business continuity, disaster recovery and insolvency continuity where applicable;
- (d) detail how the Service Continuity Plan links and interoperates with any overarching and/or connected disaster recovery, business continuity and/or insolvency continuity plan of the Authority and any of its other Related Service Providers in each case as notified to the Supplier by the Authority from time to time;
- (e) contain a communication strategy including details of an incident and problem management service and advice and help desk facility



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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;

- (f) contain a risk analysis, including:
  - (i) failure or disruption scenarios and assessments and estimates of frequency of occurrence;
  - (ii) identification of any single points of failure within the Services and processes for managing the risks arising therefrom;
  - (iii) identification of risks arising from the interaction of the Services with the services provided by a Related Service Provider;
  - (iv) identification of risks arising from an Insolvency Event of the Supplier, any Key Sub-contractors and/or Supplier Group member; and
  - (v) a business impact analysis (detailing the impact on business processes and operations) of different anticipated failures or disruptions;
- (g) provide for documentation of processes, including business processes, and procedures;
- (h) set out key contact details (including roles and responsibilities) for the Supplier (and any Sub-contractors) and for the Authority;
- (i) identify the procedures for reverting to “normal service”;
- (j) 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 more than the accepted amount of data loss and to preserve data integrity;
- (k) identify the responsibilities (if any) that the Authority has agreed it will assume in the event of the invocation of the Service Continuity Plan; and
- (l) 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 Service Continuity Plan shall be designed so as to ensure that:

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- (a) the Services are provided in accordance with this Contract at all times during and after the invocation of the Service Continuity Plan;
  - (b) the adverse impact of any Disaster; service failure; an Insolvency Event of the Supplier, any Key Sub-contractor and/or any Supplier Group member; or disruption on the operations of the Authority, is minimal as far as reasonably possible;
  - (c) it complies with the relevant provisions of ISO/IEC 22301 and all other industry standards from time to time in force; and
  - (d) there is a process for the management of disaster recovery testing detailed in the Service Continuity Plan.
- 3.3 The Service Continuity Plan shall be upgradeable and sufficiently flexible to support any changes to the Services, to the business processes facilitated by and the business operations supported by the Services, and/or changes to the Supplier Group structure.
- 3.4 The Supplier shall not be entitled to any relief from its obligations under the Performance Indicators or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Contract.
- 4 **SERVICE CONTINUITY PLAN: PART B – BUSINESS CONTINUITY 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:
    - (a) 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
    - (b) 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:
    - (a) address the various possible levels of failures of or disruptions to the Services;
    - (b) 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

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Services (such services and steps, the “**Business Continuity Services**”);

- (c) specify any applicable Performance Indicators with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Performance Indicators in respect of other Services during any period of invocation of the Business Continuity Plan; and
- (d) clearly set out the conditions and/or circumstances under which the Business Continuity Plan is invoked.

## **5 SERVICE CONTINUITY PLAN: PART C – DISASTER RECOVERY 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:
  - (a) the technical design and build specification of the Disaster Recovery System;
  - (b) details of the procedures and processes to be put in place by the Supplier 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:
    - (i) data centre and disaster recovery site audits;
    - (ii) backup methodology and details of the Supplier's approach to data back-up and data verification;
    - (iii) identification of all potential disaster scenarios;
    - (iv) risk analysis;
    - (v) documentation of processes and procedures;
    - (vi) hardware configuration details;
    - (vii) network planning including details of all relevant data networks and communication links;

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- (viii) invocation rules;
- (ix) Service recovery procedures; and
- (x) steps to be taken upon resumption of the Services to address any prevailing effect of the failure or disruption of the Services;
- (c) any applicable Performance Indicators with respect to the provision of the Disaster Recovery Services and details of any agreed relaxation to the Performance Indicators in respect of other Services during any period of invocation of the Disaster Recovery Plan;
- (d) 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;
- (e) access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and
- (f) testing and management arrangements.

**6 SERVICE CONTINUITY PLAN: PART D – INSOLVENCY CONTINUITY PLAN**

**PRINCIPLES AND CONTENTS**

- 6.1 The Insolvency Continuity Plan shall be designed by the Supplier to permit continuity of the business operations of the Authority supported by the Services through continued provision of the Services following an Insolvency Event of the Supplier, any Key Sub-contractor and/or any Supplier Group member with, as far as reasonably possible, minimal adverse impact.
- 6.2 The Insolvency Continuity Plan shall include the following:
  - (a) communication strategies which are designed to minimise the potential disruption to the provision of the Services, including key contact details in respect of the supply chain and key contact details for operational and contract Supplier Personnel, Key Sub-contractor personnel and Supplier Group member personnel;
  - (b) identification, explanation, assessment and an impact analysis of risks in respect of dependencies between the Supplier, Key Sub-contractors and Supplier Group members where failure of those dependencies could reasonably have an adverse impact on the Services;
  - (c) plans to manage and mitigate identified risks;

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- (d) details of the roles and responsibilities of the Supplier, Key Sub-contractors and/or Supplier Group members to minimise and mitigate the effects of an Insolvency Event of such persons on the Services;
- (e) details of the recovery team to be put in place by the Supplier (which may include representatives of the Supplier, Key Sub-contractors and Supplier Group members); and
- (f) sufficient detail to enable an appointed insolvency practitioner to invoke the plan in the event of an Insolvency Event of the Supplier.

**7 REVIEW AND AMENDMENT OF THE SERVICE CONTINUITY PLAN**

7.1 The Supplier shall review and update the Service Continuity Plan (and the risk analysis on which it is based):

- (a) on a regular basis and as a minimum once every 12 months;
- (b) within three calendar months of the Service Continuity Plan (or any part) having been invoked pursuant to Paragraph 9;
- (c) within 14 days of a Financial Distress Event;
- (d) within 30 days of a Corporate Change Event (unless the Relevant Authority (acting reasonably) agrees to a Corporate Change Event Grace Period, as set out in Paragraph 2.8(b)(i), in which case that Corporate Change Event Grace Period will apply); and
- (e) where the Authority requests any additional reviews (over and above those provided for in Paragraphs 7.1(a) to 7.1(d)) 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.

7.2 Each review of the Service Continuity Plan pursuant to Paragraph 7.1 shall be a review of the procedures and methodologies set out in the Service Continuity 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 Service Continuity Plan or the last review of the Service Continuity 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

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the foreseeable future) which may increase the likelihood of the need to invoke the Service Continuity Plan. The review shall be completed by the Supplier within the period required by the Service Continuity Plan or, if no such period is required, within such period as the Authority shall reasonably require. The Supplier shall, within 20 Working Days of the conclusion of each such review of the Service Continuity Plan, provide to the Authority a report (a “**Review Report**”) setting out:

- (a) the findings of the review;
- (b) any changes in the risk profile associated with the Services; and
- (c) the Supplier's proposals (the “**Supplier's Proposals**”) for addressing any changes in the risk profile and its proposals for amendments to the Service Continuity 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.

7.3 Following receipt of the Review Report and the Supplier's Proposals, the Authority shall:

- (a) review and comment on the Review Report and the Supplier's Proposals as soon as reasonably practicable; and
- (b) notify the Supplier in writing that it approves or rejects the Review Report and the Supplier's Proposals no later than 20 Working Days after the date on which they are first delivered to the Authority.

7.4 If the Authority rejects the Review Report and/or the Supplier's Proposals:

- (a) the Authority shall inform the Supplier in writing of its reasons for its rejection; and
- (b) the Supplier shall then revise the Review Report and/or the Supplier's 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 Proposals to the Authority for the Authority's approval within 20 Working Days of the date of the Authority's notice of rejection. The provisions of Paragraph 7.3 and this Paragraph 7.4 shall apply again to any resubmitted Review Report and Supplier's Proposals, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.

7.5 The Supplier shall as soon as is reasonably practicable after receiving the Authority's approval of the Supplier's Proposals (having regard to the

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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.

**8 TESTING OF THE SERVICE CONTINUITY PLAN**

- 8.1 The Supplier shall test the Service Continuity Plan on a regular basis (and in any event not less than once in every Contract Year). Subject to Paragraph 8.2, the Authority may require the Supplier to conduct additional tests of some or all aspects of the Service Continuity 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 Service Continuity Plan.
- 8.2 If the Authority requires an additional test of the Service Continuity 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 Service Continuity Plan. The Supplier's costs of the additional test shall be borne by the Authority unless the Service Continuity Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.
- 8.3 The Supplier shall undertake and manage testing of the Service Continuity 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.
- 8.4 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.
- 8.5 The Supplier shall, within 20 Working Days of the conclusion of each test, provide to the Authority a report setting out:
- (a) the outcome of the test;
  - (b) any failures in the Service Continuity Plan (including the Service Continuity Plan's procedures) revealed by the test; and
  - (c) the Supplier's proposals for remedying any such failures.
- 8.6 Following each test, the Supplier shall take all measures requested by the Authority, (including requests for the re-testing of the Service Continuity Plan) to remedy any failures in the Service Continuity Plan and such remedial

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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.

- 8.7 For the avoidance of doubt, the carrying out of a test of the Service Continuity Plan (including a test of the Service Continuity Plan's procedures) shall not relieve the Supplier of any of its obligations under this Contract.
- 8.8 The Supplier shall also perform a test of the Service Continuity Plan in the event of any major reconfiguration of the Services or as otherwise reasonably requested by the Authority.

**9 INVOCATION OF THE SERVICE CONTINUITY PLAN**

- 9.1 In the event of a loss of any critical part of the Service or a Disaster, the Supplier shall immediately invoke the business continuity and disaster recovery provisions in the Service Continuity Plan, including any linked elements in other parts of the Service Continuity Plan, and shall inform the Authority promptly of such invocation. In all other instances the Supplier shall invoke the business continuity and disaster recovery plan elements only with the prior consent of the Authority.
- 9.2 The Insolvency Continuity Plan element of the Service Continuity Plans, including any linked elements in other parts of the Service Continuity Plan, shall be invoked by the Supplier:
- (a) where an Insolvency Event of a Key Sub-contractor and/or Supplier Group member (other than the Supplier) could reasonably be expected to adversely affect delivery of the Services; and/or
  - (b) where there is an Insolvency Event of the Supplier and the insolvency arrangements enable the Supplier to invoke the plan.



## **PART B: CORPORATE RESOLUTION PLANNING**

### **1 Service Status and Supplier Status**

- 1.1 This Contract is a Critical Service Contract.
- 1.2 The Supplier shall notify the Authority and the Cabinet Office Markets Sourcing and Suppliers Team (Resolution.planning@cabinetoffice.gov.uk) in writing within 5 Working Days of the Effective Date and throughout the Term within 120 days after each Accounting Reference Date as to whether or not it is a Public Sector Dependent Supplier.

### **2 Provision of Corporate Resolution Planning Information (CRP Information)**

- 2.1 Paragraphs 2 to 4 of this Part B shall apply if this Contract has been specified as a Critical Service Contract under Paragraph 1.1 of this Part B or the Supplier is or becomes a Public Sector Dependent Supplier.
- 2.2 Subject to Paragraphs 2.6, 2.10 and 2.11 of this Part B:
- (a) where this Contract is a Critical Service Contract, the Supplier shall provide the Relevant Authority or Relevant Authorities with CRP Information within 60 days of the Effective Date; and
  - (b) except where it has already been provided in accordance with Paragraph 2.2(a) of this Part B, where the Supplier is a Public Sector Dependent Supplier, it shall provide the Relevant Authority or Relevant Authorities with the CRP Information within 60 days of the date of the Relevant Authority's or Relevant Authorities' request.
- 2.3 The Supplier shall ensure that the CRP Information provided pursuant to Paragraphs 2.2, 2.8 and 2.9 of this Part B:
- (a) is full, comprehensive, accurate and up to date;
  - (b) is split into three parts:
    - (i) Exposure Information (Contracts List);
    - (ii) Corporate Resolvability Assessment (Structural Review);
    - (iii) Financial Information and Commentaryand is structured and presented in accordance with the requirements and explanatory notes set out at the relevant Annex of the latest published versions of the Resolution Planning Guidance Notes published by the Cabinet Office Government Commercial Function and available at

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<https://www.gov.uk/government/publications/the-sourcing-and-consultancy-playbooks> and contains the level of detail required (adapted as necessary to the Supplier's circumstances);

- (c) incorporates any additional commentary, supporting documents and evidence which would reasonably be required by the Relevant Authority or Relevant Authorities to understand and consider the information for approval;
- (d) provides a clear description and explanation of the Supplier Group members that have agreements for goods, services or works provision in respect of UK Public Sector Business and/or CNI and the nature of those agreements; and
- (e) complies with the requirements set out at Annex 1 (*Exposure Information (Contracts List)*), Annex 2 (*Corporate Resolvability Assessment (Structural Review)*) and Annex 3 (*Financial Information And Commentary*) respectively.

2.4 Following receipt by the Relevant Authority or Relevant Authorities of the CRP Information pursuant to Paragraphs 2.2, 2.8 and 2.9 of this Part B, the Authority shall procure that the Relevant Authority or Relevant Authorities discuss in good faith the contents of the CRP Information with the Supplier and no later than 60 days after the date on which the CRP Information was delivered by the Supplier either provide an Assurance to the Supplier that Relevant Authority or Relevant Authorities approve the CRP Information or that Relevant Authority or Relevant Authorities reject the CRP Information.

2.5 If the Relevant Authority or Relevant Authorities reject the CRP Information:

- (a) the Authority shall (and shall procure that the Cabinet Office Markets and Suppliers Team shall) inform the Supplier in writing of its reasons for its rejection; and
- (b) the Supplier shall revise the CRP Information, taking reasonable account of the Relevant Authority's or Relevant Authorities' comments, and shall re-submit the CRP Information to the Relevant Authority or Relevant Authorities for approval within 30 days of the date of the Relevant Authority's or Relevant Authorities' rejection. The provisions of Paragraph 2.3 to 2.5 of this Part B shall apply again to any resubmitted CRP Information provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.

2.6 Where the Supplier or a member of the Supplier Group has already provided CRP Information to a Department or the Cabinet Office Markets and Suppliers Team (or, in the case of a Strategic Supplier, solely to the Cabinet Office Markets and Suppliers Team) and has received an Assurance of its CRP Information from that Department and the Cabinet Office Markets and

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Suppliers Team (or, in the case of a Strategic Supplier, solely from the Cabinet Office Markets and Suppliers Team), then provided that the Assurance remains Valid on the date by which the CRP Information would otherwise be required, the Supplier shall not be required to provide the CRP Information under Paragraph 2.2 if it provides a copy of the Valid Assurance to the Relevant Authority or Relevant Authorities on or before the date on which the CRP Information would otherwise have been required.

2.7 An Assurance shall be deemed Valid for the purposes of Paragraph 2.6 of this Part B if:

- (a) the Assurance is within the validity period stated in the Assurance (or, if no validity period is stated, no more than 12 months has elapsed since it was issued and no more than 18 months has elapsed since the Accounting Reference Date on which the CRP Information was based); and
- (b) no Corporate Change Events or Financial Distress Events (or events which would be deemed to be Corporate Change Events or Financial Distress Events if this Contract had then been in force) have occurred since the date of issue of the Assurance.

2.8 If this Contract is a Critical Service Contract, the Supplier shall provide an updated version of the CRP Information (or, in the case of Paragraph 2.8(c) of this Part B its initial CRP Information) to the Relevant Authority or Relevant Authorities:

- (a) within 14 days of the occurrence of a Financial Distress Event (along with any additional highly confidential information no longer exempted from disclosure under Paragraph 2.11 of this Part B) unless the Supplier is relieved of the consequences of the Financial Distress Event under Paragraph 7.1 of Schedule 18 (Financial Distress);
- (b) within 30 days of a Corporate Change Event unless:
  - (i) the Supplier requests and the Relevant Authority (acting reasonably) agrees to a Corporate Change Event Grace Period, in the event of which the time period for the Supplier to comply with this Paragraph shall be extended as determined by the Relevant Authority (acting reasonably) but shall in any case be no longer than six months after the Corporate Change Event. During a Corporate Change Event Grace Period the Supplier shall regularly and fully engage with the Relevant Authority to enable it to understand the nature of the Corporate Change Event and the Relevant Authority shall reserve the right to terminate a Corporate Change Event Grace Period at any time if the Supplier fails to comply with this Paragraph; or

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- (ii) not required pursuant to Paragraph 2.10;
  - (c) within 30 days of the date that:
    - (i) the credit rating(s) of each of the Supplier and its Parent Undertakings fail to meet any of the criteria specified in Paragraph 2.10; or
    - (ii) none of the credit rating agencies specified at Paragraph 2.10 hold a public credit rating for the Supplier or any of its Parent Undertakings; and
  - (d) in any event, within 6 months after each Accounting Reference Date or within 15 months of the date of the previous Assurance received from the Relevant Authority (whichever is the earlier), unless:
    - (i) updated CRP Information has been provided under any of Paragraphs 2.8(a) 2.8(b) or 2.8(c) since the most recent Accounting Reference Date (being no more than 12 months previously) within the timescales that would ordinarily be required for the provision of that information under this Paragraph 2.8(d); or
    - (ii) unless not required pursuant to Paragraph 2.10.
- 2.9 Where the Supplier is a Public Sector Dependent Supplier and this Contract is not a Critical Service Contract, then on the occurrence of any of the events specified in Paragraphs 2.8(a) to (d) of this Part B, the Supplier shall provide at the request of the Relevant Authority or Relevant Authorities and within the applicable timescales for each event as set out in Paragraph 2.8 (or such longer timescales as may be notified to the Supplier by the Authority), the CRP Information to the Relevant Authority or Relevant Authorities.
- 2.10 Where the Supplier or a Parent Undertaking of the Supplier has a credit rating of either:
- (a) Aa3 or better from Moody's; or
  - (b) AA- or better from Standard and Poor's; or
  - (c) AA- or better from Fitch;
- the Supplier will not be required to provide any CRP Information unless or until either (i) a Financial Distress Event occurs (unless the Supplier is relieved of the consequences of the Financial Distress Event under Paragraph 7.1 of Schedule 18 (Financial Distress)) or (ii) the Supplier and its Parent Undertakings cease to fulfil the criteria set out in this Paragraph 2.10, in which cases the Supplier shall provide the updated version of the CRP Information in accordance with Paragraph 2.8.

- 2.11 Subject to Paragraph 4, where the Supplier demonstrates to the reasonable satisfaction of the Relevant Authority or Relevant Authorities that a particular item of CRP Information is highly confidential, the Supplier may, having orally disclosed and discussed that information with the Relevant Authority or Relevant Authorities, redact or omit that information from the CRP Information provided that if a Financial Distress Event occurs, this exemption shall no longer apply and the Supplier shall promptly provide the relevant information to the Relevant Authority or Relevant Authorities to the extent required under Paragraph 2.8.

### 3 Termination Rights

- 3.1 The Authority shall be entitled to terminate this Contract under Clause 31.1(b) (*Termination by the Authority*) if the Supplier is required to provide CRP Information under Paragraph 2 of this Part B and either:
- (a) the Supplier fails to provide the CRP Information within 4 months of the Effective Date if this is a Critical Service Contract or otherwise within 4 months of the Relevant Authority's or Relevant Authorities' request; or
  - (b) the Supplier fails to obtain an Assurance from the Relevant Authority or Relevant Authorities within 4 months of the date that it was first required to provide the CRP Information under this Contract.

### 4 Confidentiality and usage of CRP Information

- 4.1 The Authority agrees to keep the CRP Information confidential and use it only to understand the implications of an Insolvency Event of the Supplier and/or Supplier Group members on its UK Public Sector Business and/or services in respect of CNI and to enable contingency planning to maintain service continuity for end users and protect CNI in such eventuality.
- 4.2 Where the Relevant Authority is the Cabinet Office Markets and Suppliers Team, at the Supplier's request, the Authority shall use reasonable endeavours to procure that the Cabinet Office enters into a confidentiality and usage agreement with the Supplier containing terms no less stringent than those placed on the Authority under Paragraph 4.1 of this Part B and Clause 19 (*Confidentiality*).
- 4.3 The Supplier shall use reasonable endeavours to obtain consent from any third party which has restricted the disclosure of the CRP Information to enable disclosure of that information to the Relevant Authority or Relevant Authorities pursuant to Paragraph 2 of this Part B subject, where necessary, to the Relevant Authority or Relevant Authorities entering into an appropriate confidentiality agreement in the form required by the third party.

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- 4.4 Where the Supplier is unable to procure consent pursuant to Paragraph 4.3 of this Part B, the Supplier shall use all reasonable endeavours to disclose the CRP Information to the fullest extent possible by limiting the amount of information it withholds including by:
- (a) redacting only those parts of the information which are subject to such obligations of confidentiality
  - (b) providing the information in a form that does not breach its obligations of confidentiality including (where possible) by:
    - (i) summarising the information;
    - (ii) grouping the information;
    - (iii) anonymising the information; and
    - (iv) presenting the information in general terms
- 4.5 The Supplier shall provide the Relevant Authority or Relevant Authorities with contact details of any third party which has not provided consent to disclose CRP Information where that third party is also a public sector body and where the Supplier is legally permitted to do so.

## **ANNEX 1: EXPOSURE INFORMATION (CONTRACTS LIST)**

- 1 The Supplier shall:
  - 1.1 subject to any confidentiality obligations and the redaction of commercially sensitive information under the relevant agreements provide details of all agreements worth more than £5m per contract year held by members of the Supplier Group where those agreements are for goods, services or works provision and:
    - (a) are with any UK public sector bodies including: central Government departments and their arms-length bodies and agencies, non-departmental public bodies, NHS bodies, local authorities, health bodies, police fire and rescue, education bodies and the devolved administrations;
    - (b) are with any private sector entities where the end recipient of the service, goods or works provision is any of the bodies set out in Paragraph 1.1(a) of this Annex 1 and where the member of the Supplier Group is acting as a key sub-contractor under the agreement with the end recipient; or
    - (c) involve or could reasonably be considered to involve CNI.

**ANNEX 2: CORPORATE RESOLVABILITY ASSESSMENT (STRUCTURAL REVIEW)**

- 1 The Supplier shall:
  - 1.1 provide sufficient information to allow the Relevant Authority to understand the implications on the Supplier Group's UK Public Sector Business and CNI contracts listed pursuant to Annex 1 if the Supplier or another member of the Supplier Group is subject to an Insolvency Event.
  - 1.2 ensure that the information is presented so as to provide a simple, effective and easily understood overview of the Supplier Group; and
  - 1.3 provide full details of the importance of each member of the Supplier Group to the Supplier Group's UK Public Sector Business and CNI contracts listed pursuant to Annex 1 and the dependencies between each.



### **ANNEX 3: FINANCIAL INFORMATION AND COMMENTARY**

- 1** The Supplier shall:
  - 1.1** provide sufficient financial information for the Supplier Group level, contracting operating entities level, and shared services entities' level to allow the Relevant Authority to understand the current financial interconnectedness of the Supplier Group and the current performance of the Supplier as a standalone entity; and
  - 1.2** ensure that the information is presented in a simple, effective and easily understood manner.
- 2** For the avoidance of doubt the financial information to be provided pursuant to Paragraph 1 of this Annex 3 should be based on the most recent audited accounts for the relevant entities (or interim accounts where available) updated for any material changes since the Accounting Reference Date provided that such accounts are available in a reasonable timeframe to allow the Supplier to comply with its obligations under this Schedule 26 (Service Continuity Plan and Corporate Resolution Planning). If such accounts are not available in that timeframe, financial information should be based on unpublished unaudited accounts or management accounts (disclosure of which to the Cabinet Office Markets and Suppliers Team remains protected by confidentiality).

# **SCHEDULE 27**

## **CONDUCT OF CLAIMS**

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## 1 INDEMNITIES

- 1.1 This Schedule shall apply to the conduct, by a Party from whom an indemnity is sought under this Contract (the “**Indemnifier**”), of claims made by a third person against a party having (or claiming to have) the benefit of the indemnity (the “**Beneficiary**”).
- 1.2 If the Beneficiary receives any notice of any claim for which it appears that the Beneficiary is, or may become, entitled to indemnification under this Contract (a “**Claim**”), the Beneficiary shall give notice in writing to the Indemnifier as soon as reasonably practicable and in any event within 10 Working Days of receipt of the same.
- 1.3 Subject to Paragraph 2, on the giving of a notice by the Beneficiary, where it appears that the Beneficiary is or may be entitled to indemnification from the Indemnifier in respect of all (but not part only) of the liability arising out of the Claim, the Indemnifier shall (subject to providing the Beneficiary with a secured indemnity to its reasonable satisfaction against all costs and expenses that it may incur by reason of such action) be entitled to dispute the Claim in the name of the Beneficiary at the Indemnifier’s own expense and take conduct of any defence, dispute, compromise or appeal of the Claim and of any incidental negotiations relating to the Claim. If the Indemnifier does elect to conduct the Claim, the Beneficiary shall give the Indemnifier all reasonable cooperation, access and assistance for the purposes of such Claim and, subject to Paragraph 2.2, the Beneficiary shall not make any admission which could be prejudicial to the defence or settlement of the Claim without the prior written consent of the Indemnifier.
- 1.4 With respect to any Claim conducted by the Indemnifier pursuant to Paragraph 1.3:
- (a) the Indemnifier shall keep the Beneficiary fully informed and consult with it about material elements of the conduct of the Claim;
  - (b) the Indemnifier shall not bring the name of the Beneficiary into disrepute;
  - (c) the Indemnifier shall not pay or settle such Claim without the prior written consent of the Beneficiary, such consent not to be unreasonably withheld or delayed; and
  - (d) the Indemnifier shall conduct the Claim with all due diligence.
- 1.5 The Beneficiary shall be entitled to have conduct of the Claim and shall be free to pay or settle any Claim on such terms as it thinks fit and without prejudice to its rights and remedies under this Contract if:
- (a) the Indemnifier is not entitled to take conduct of the Claim in accordance with Paragraph 1.3;

- (b) the Indemnifier fails to notify the Beneficiary in writing of its intention to take conduct of the relevant Claim within 10 Working Days of the notice from the Beneficiary or if the Indemnifier notifies the Beneficiary in writing that it does not intend to take conduct of the Claim; or
- (c) the Indemnifier fails to comply in any material respect with the provisions of Paragraph 1.4.

## **2 SENSITIVE CLAIMS**

- 2.1 With respect to any Claim which the Beneficiary, acting reasonably, considers is likely to have an adverse impact on the general public's perception of the Beneficiary (a "**Sensitive Claim**"), the Indemnifier shall be entitled to take conduct of any defence, dispute, compromise or appeal of the Sensitive Claim only with the Beneficiary's prior written consent. If the Beneficiary withholds such consent and elects to conduct the defence, dispute, compromise or appeal of the Sensitive Claim itself, it shall conduct the Sensitive Claim with all due diligence and if it fails to do so, the Indemnifier shall only be liable to indemnify the Beneficiary in respect of that amount which would have been recoverable by the Beneficiary had it conducted the Sensitive Claim with all due diligence.
- 2.2 The Beneficiary shall be free at any time to give written notice to the Indemnifier that it is retaining or taking over (as the case may be) the conduct of any Claim, to which Paragraph 1.3 applies if, in the reasonable opinion of the Beneficiary, the Claim is, or has become, a Sensitive Claim.

## **3 RECOVERY OF SUMS**

- 3.1 If the Indemnifier pays to the Beneficiary an amount in respect of an indemnity and the Beneficiary subsequently recovers (whether by payment, discount, credit, saving, relief or other benefit or otherwise) a sum which is directly referable to the fact, matter, event or circumstances giving rise to the Claim, the Beneficiary shall forthwith repay to the Indemnifier whichever is the lesser of:
  - (a) an amount equal to the sum recovered (or the value of the discount, credit, saving, relief, other benefit or amount otherwise obtained) less any out-of-pocket costs and expenses properly incurred by the Beneficiary in recovering or obtaining the same; and
  - (b) the amount paid to the Beneficiary by the Indemnifier in respect of the Claim under the relevant indemnity.

## **4 MITIGATION**

- 4.1 Each of the Authority and the Supplier shall at all times take all reasonable steps to minimise and mitigate any loss for which the relevant Party is entitled to bring a claim against the other Party pursuant to the indemnities in this Schedule.

# **SCHEDULE 28**

## **STAFF TRANSFER**

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**1 DEFINITIONS**

1.1 In this Schedule, the following definitions shall apply:

<b>“Former Supplier”</b>	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);
<b>“Notified Sub-contractor”</b>	a Sub-contractor identified in the Annex to this Schedule to whom Transferring Authority Employees and/or Transferring Former Supplier Employees will transfer on a Relevant Transfer Date;
<b>“Replacement Sub-contractor”</b>	a sub-contractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any sub-contractor of any such sub-contractor);
<b>“Relevant Transfer”</b>	a transfer of employment to which the Employment Regulations applies;
<b>“Relevant Transfer Date”</b>	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place;
<b>“Service Transfer”</b>	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 Replacement Sub-contractor;
<b>“Service Transfer Date”</b>	the date of a Service Transfer or, if more than one, the date of the relevant Service Transfer as the context requires;
<b>“Staffing Information”</b>	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, all information required in ANNEX E2: STAFFING INFORMATION in the format specified and with the identities of Data Subjects anonymised where possible. The Authority may acting reasonably make changes to the format or information requested in ANNEX E2: STAFFING INFORMATION from time to time;



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<b>“Supplier's Final Supplier Personnel List”</b>	a list provided by the Supplier of all Supplier Personnel who will transfer under the Employment Regulations on the Service Transfer Date;
<b>“Supplier's Provisional Supplier Personnel List”</b>	a list prepared and updated by the Supplier of all Supplier Personnel who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;
<b>“Transferring Authority Employees”</b>	those employees of the Authority to whom the Employment Regulations will apply on the Relevant Transfer Date;
<b>“Transferring Former Supplier Employees”</b>	in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date; and
<b>“Transferring Supplier Employees”</b>	those employees of the Supplier and/or the Supplier's Sub-contractors to whom the Employment Regulations will apply on the Service Transfer Date.

## **2 INTERPRETATION**

- 2.1 Where a provision in this Schedule 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 Replacement Sub-contractor, as the case may be.

## **3 APPLICABLE PARTS OF THIS SCHEDULE**

- 3.1 Only the following parts of this Schedule shall apply to this Contract:
- (a) Part C (*No Staff Transfer On Start Date*); and
  - (b) Part E (*Employment Exit Provisions*)
    - (i) Annex E1 (*List Of Notified Sub-Contractors*); and
    - (ii) Annex E2 (*Staffing Information*)

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**PART A: TRANSFERRING AUTHORITY EMPLOYEES AT  
COMMENCEMENT OF SERVICES**

Not used

**PART B: TRANSFERRING FORMER SUPPLIER EMPLOYEES AT  
COMMENCEMENT OF SERVICES**

Not used

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**PART C: 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 a Former Supplier, that his/her contract of employment has been transferred from the Authority and/or the Former Supplier to the Supplier and/or any Sub-contractor pursuant to the Employment Regulations then:
- (a) the Supplier shall, and shall procure that the relevant Sub-contractor shall, within 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
  - (b) the Authority and/or the Former Supplier may offer (or may procure that a third party may offer) employment to such person within 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 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(b) 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 15 Working Day period specified in Paragraph 1.2(b):
- (a) no such offer of employment has been made;
  - (b) such offer has been made but not accepted; or
  - (c) the situation has not otherwise been resolved,
- the Supplier and/or the Sub-contractor may within 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

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with all applicable employment procedures set out in applicable Law and subject also to Paragraph 2.4, the Authority shall:

- (a) 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, or shall procure that the Notified Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities; and
  - (b) procure that the Former Supplier indemnifies the Supplier and/or any Notified Sub-contractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2 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 as appropriate nor dismissed by the Supplier and/or any Sub-contractor within the 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:
- (a) shall not apply to:
    - (i) any claim for:
      - (A) 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

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(B) 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

(ii) 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

(b) shall apply only where the notification referred to in Paragraph 1.2(a) is made by the Supplier and/or any Sub-contractor to the Authority and, if applicable, Former Supplier within 6 months of the Effective Date.

### **3 PROCUREMENT OBLIGATIONS**

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

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**PART D: PENSIONS**

Not used.

## **PART E: EMPLOYMENT EXIT PROVISIONS**

### **1 PRE-SERVICE TRANSFER OBLIGATIONS**

- 1.1 The Supplier agrees that within 20 Working Days of the earliest of:
- (a) receipt of a notification from the Authority of a Service Transfer or intended Service Transfer;
  - (b) receipt of the giving of notice of early termination or any Partial Termination of this Contract;
  - (c) the date which is 12 months before the end of the Term; and
  - (d) 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 6 month period),
- it shall provide in a suitably anonymised format so as to comply with the DPA, the Supplier's Provisional Supplier Personnel List, together with the Staffing Information 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 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 Replacement Sub-contractor:
- (a) the Supplier's Final Supplier Personnel List, which shall identify which of the Supplier Personnel are Transferring Supplier Employees; and
  - (b) 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 Replacement Sub-contractor.
- 1.4 The Supplier warrants, for the benefit of the Authority, any Replacement Supplier, and any Replacement Sub-contractor 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(a), 1.1(b) and 1.1(c), 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

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shall not without the approval of the Authority (not to be unreasonably withheld or delayed):

- (a) replace or re-deploy any Supplier Personnel listed on the Supplier Provisional Supplier 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;
- (b) make, promise, propose, permit or implement any material changes to the terms and conditions of employment of the Supplier Personnel (including pensions and any payments connected with the termination of employment);
- (c) increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Personnel save for fulfilling assignments and projects previously scheduled and agreed;
- (d) 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;
- (e) 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
- (f) 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 Replacement Sub-contractor 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 Term, 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:

- (a) the numbers of employees engaged in providing the Services;
- (b) the percentage of time spent by each employee engaged in providing the Services;



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- (c) the extent to which each employee qualifies for membership of any of the statutory pension schemes ; and
- (d) 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 Replacement Sub-contractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Supplier shall provide, 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 Replacement Sub-contractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:

- (a) the most recent month's copy pay slip data;
- (b) details of cumulative pay for tax and pension purposes;
- (c) details of cumulative tax paid;
- (d) tax code;
- (e) details of any voluntary deductions from pay; and
- (f) 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 Replacement Sub-contractor. Such change in the identity of the supplier of such services may constitute a Relevant Transfer to which the Employment Regulations 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

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between the Replacement Supplier and/or a Replacement Sub-contractor (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 and all such sums due as a result of any Fair Deal Employees' participation in the Schemes which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the Sub-contractor (as appropriate); and (ii) the Replacement Supplier and/or Replacement Sub-contractor.
- 2.3 Subject to Paragraph 2.4, the Supplier shall indemnify the Authority and/or the Replacement Supplier and/or any Replacement Sub-contractor against any Employee Liabilities arising from or as a result of:
- (a) any act or omission of the Supplier or any Sub-contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date;
  - (b) the breach or non-observance by the Supplier or any Sub-contractor occurring on or before the Service Transfer Date of:
    - (i) any collective agreement applicable to the Transferring Supplier Employees; and/or
    - (ii) 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;
  - (c) 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;

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- (d) 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:
  - (i) 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
  - (ii) in relation to any employee who is not identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier to the Authority and/or Replacement Supplier and/or any Replacement Sub-contractor, 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;
- (e) 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);
- (f) 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 identified in the Supplier's Final Supplier Personnel List for whom it is alleged the Authority and/or the Replacement Supplier and/or any Replacement Sub-contractor may be liable by virtue of this Contract and/or the Employment Regulations; and
- (g) 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 Replacement Sub-contractor whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities:

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- (a) arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement Supplier and/or any Replacement Sub-contractor to occur in the period on or after the Service Transfer Date); or
  - (b) arising from the Replacement Supplier's failure, and/or Replacement Sub-contractor's failure, to comply with its obligations under the Employment Regulations.
- 2.5 If any person who is not identified in the Supplier's Final Supplier Personnel list claims, or it is determined in relation to any person who is not identified in the Supplier's Final Supplier Personnel list, that his/her contract of employment has been transferred from the Supplier or any Sub-contractor to the Replacement Supplier and/or Replacement Sub-contractor pursuant to the Employment Regulations, then:
  - (a) the Authority shall procure that the Replacement Supplier shall, or any Replacement Sub-contractor shall, within 5 Working Days of becoming aware of that fact, give notice in writing to the Supplier; and
  - (b) the Supplier may offer (or may procure that a Sub-contractor may offer) employment to such person within 15 Working Days of the notification by the Replacement Supplier and/or any and/or Replacement Sub-contractor 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 Replacement Sub-contractor shall, immediately release or procure the release of the person from his/her employment or alleged employment.
- 2.7 If after the 15 Working Day period specified in Paragraph 2.5(b) has elapsed:
  - (a) no such offer of employment has been made;
  - (b) such offer has been made but not accepted; or
  - (c) the situation has not otherwise been resolved

the Authority shall advise the Replacement Supplier and/or Replacement Sub-contractor, as appropriate that it may within 5 Working Days give notice to terminate the employment or alleged employment of such person.
- 2.8 Subject to the Replacement Supplier and/or Replacement Sub-contractor acting in accordance with the provisions of Paragraphs 2.5 to 2.7, and in

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

2.9 The indemnity in Paragraph 2.8:

(a) shall not apply to:

(i) any claim for:

- (A) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
- (B) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

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

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

(b) shall apply only where the notification referred to in Paragraph 2.5(a) is made by the Replacement Supplier and/or Replacement Sub-contractor to the Supplier within 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 Replacement Sub-contractor within the time scales set out in Paragraphs 2.5 to 2.7, such person shall be treated as a Transferring Supplier Employee.

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 any person identified in the Supplier's Final Supplier Personnel list before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses,

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commissions, payments of PAYE, national insurance contributions and pension contributions and such sums due as a result of any Fair Deal Employees' participation in the Schemes and any requirement to set up a broadly comparable pension scheme which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:

- (a) the Supplier and/or any Sub-contractor; and
- (b) the Replacement Supplier and/or the Replacement Sub-contractor.

2.12 The Supplier shall, and shall procure that each Sub-contractor shall, promptly provide to the Authority and any Replacement Supplier and/or Replacement Sub-contractor, in writing such information as is necessary to enable the Authority, the Replacement Supplier and/or Replacement Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Authority shall procure that the Replacement Supplier and/or Replacement Sub-contractor, 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 Replacement Sub-contractor and its sub-contractors against any Employee Liabilities arising from or as a result of:

- (a) any act or omission of the Replacement Supplier and/or Replacement Sub-contractor in respect of any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee;
- (b) the breach or non-observance by the Replacement Supplier and/or Replacement Sub-contractor on or after the Service Transfer Date of:
  - (i) any collective agreement applicable to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List; and/or
  - (ii) any custom or practice in respect of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List which the Replacement Supplier and/or Replacement Sub-contractor is contractually bound to honour;

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- (c) any claim by any trade union or other body or person representing any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List arising from or connected with any failure by the Replacement Supplier and/or Replacement Sub-contractor to comply with any legal obligation to such trade union, body or person arising on or after the Service Transfer Date;
- (d) any proposal by the Replacement Supplier and/or Replacement Sub-contractor to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List on or after their transfer to the Replacement Supplier or Replacement Sub-contractor (as the case may be) on the Service Transfer Date, or to change the terms and conditions of employment or working conditions of any person identified in the Supplier's Final Supplier Personnel List who would have been a Transferring Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Service Transfer Date as a result of or for a reason connected to such proposed changes;
- (e) any statement communicated to or action undertaken by the Replacement Supplier or Replacement Sub-contractor to, or in respect of, any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List on or before the Service Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing;
- (f) 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:
  - (i) in relation to any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date; and
  - (ii) in relation to any employee who is not a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier or Sub-contractor, to the Replacement Supplier or Replacement Sub-contractor to the extent that the proceeding, claim or

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demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date;

- (g) a failure of the Replacement Supplier or Replacement 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 identified in the Supplier's Final Supplier Personnel List in respect of the period from (and including) the Service Transfer Date; and
- (h) any claim made by or in respect of a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee relating to any act or omission of the Replacement Supplier or Replacement Sub-contractor 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 Service 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.



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**ANNEX E1: LIST OF NOTIFIED SUB-CONTRACTORS**

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**ANNEX E2: STAFFING INFORMATION**

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**EMPLOYEE INFORMATION (ANONYMISED)**

Name of Transferor:

Number of Employees in-scope to transfer:

Completion notes

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

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EMPLOYEE DETAILS & KEY TERMS							
Details	Job Title	Grade / band	Work Location	Age	Employment status (for example, employee, fixed-term employee, self-employed, agency worker)?	Continuous service date (dd/mm/yy)	Date employment started with existing employer
Emp No 1							
Emp No 2							
Emp No							
Emp No							
Emp No							
Emp No							
Emp No							
Emp No							

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

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

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

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



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

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

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

## **SCHEDULE 29**

### **KEY PERSONNEL**

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SCHEDULE 29 - Key Personnel

## 1 Schedule 29 (*Key Personnel*)

1. This Schedule lists the key roles ("**Key Roles**") and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date ("**Key Personnel**").

KEY ROLE	Name of KEY Personnel	Responsibilities/Authorities	Phase of the project during which they will be a MEMBER OF Key Personnel	MINIMUM PERIOD in Key Role
[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]

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		business process needs.		
[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]

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**SCHEDULE 30**

**NOT USED**



## **SCHEDULE 31**

### **PROCESSING PERSONAL DATA**

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**1. Introduction**

- 1.1 This Schedule shall be completed by the Controller, who may take account of the view of the Processor, however the final decision as to the content of this Schedule shall be with the Authority at its absolute discretion.
- 1.2 The contact details of the Authority's Data Protection Officer are at the Effective Date: [REDACTED].
- 1.3 The contact details of the Supplier's Data Protection Officer are at the Effective Date: [REDACTED].
- 1.4 The Processor shall comply with any further unequivocal written instructions from the Controller with respect to processing of Personal Data.
- 1.5 Any such further instructions shall be incorporated into this Schedule once the Parties have executed a Change Authorisation Note, which the Parties shall use all reasonable endeavours to do as soon as is reasonably practicable following issue of the instruction referred to in Paragraph 1.4. The Parties agree that, unless stated differently within the relevant Change Authorisation Note, any such resultant Changes shall have retroactive effect from the date the Paragraph 1.4 instruction was issued.

Description	Details
Identity of Controller for each Category of Personal Data	<p><b>The Authority is Controller and the Supplier is Processor</b></p> <p>The Parties acknowledge that in accordance with Clause 21.2 to 23.15 and for the purposes of the Data Protection Legislation, the Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"><li>• Authority employee personal details including Payroll information;</li><li>• Authority's contingent worker personal details and payment information; and/or</li><li>• Any personal or sensitive data set out in business contractual information including Purchase Orders, Invoices.</li></ul> <p><b>The Supplier is Controller and the Authority is Processor</b></p> <p>N/A</p>

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	<p><b>The Parties are Joint Controllers</b></p> <p>N/A</p> <p><b>The Parties are Independent Controllers of Personal Data</b></p> <p><i>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none"><li>• Business contact details of Supplier Personnel;</li><li>• Business contact details of any directors, officers, employees, agents, consultants and contractors of the Authority (excluding the Supplier Personnel) engaged in the performance of the Authority's duties under this Contract.</li></ul>
Duration of the processing	For the duration of the Term of this Contract
Subject matter of the processing	For the purposes of the Supplier providing services relating to the Matrix Programme to the Authority.
Nature and purposes of the processing	<p>The nature and purpose for the processing of data as part of the Matrix Programme is to migrate all in scope data for the programme from current operating systems to a new cloud hosted system, which will require the following activity; data cleansing, data extraction, data transformation, data loading, data reconciliation and data testing. This will require the following operations:</p> <p>Collection, storage, organisation, alteration, retrieval, consultation, and erasure.</p>
Type of Personal Data	<ul style="list-style-type: none"><li>• Employee and contingent worker: name, address, date of birth, NI number, ethnicity, contact, pay, absence, expenses;</li><li>• prospective, current and former employee data for human resources and benefits processing, such as name; contact information (including home and work address; home and work telephone numbers; mobile telephone numbers; web address data; instant messenger data; home and work email address);</li></ul>

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	<ul style="list-style-type: none"><li>• marital status;</li><li>• ethnicity;</li><li>• citizenship information;</li><li>• visa information;</li><li>• national and governmental identification information;</li><li>• drivers' license information; passport information;</li><li>• banking details;</li><li>• military service information;</li><li>• birth date and birth place;</li><li>• gender;</li><li>• employee identification information;</li><li>• education, language(s) and special competencies;</li><li>• certification information;</li><li>• probation period and employment duration information;</li><li>• job or position title;</li><li>• business title;</li><li>• job type or code;</li><li>• business site;</li><li>• company, supervisory, cost centre and region affiliation;</li><li>• work schedule and status (full- time or part-time, regular or temporary); compensation and related information (including pay type and information regarding raises and salary adjustments);</li><li>• payroll information;</li><li>• allowance, bonus, commission and stock plan information;</li><li>• leave of absence information; employment history; work experience information;</li><li>• information on internal project appointments;</li></ul>
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	<ul style="list-style-type: none"><li>• accomplishment information;</li><li>• training and development information;</li><li>• award information;</li><li>• dependent information.</li></ul> <p>The Personal Data to be processed concern the following special categories of data:</p> <ul style="list-style-type: none"><li>• religion information;</li><li>• membership information;</li><li>• health and disability information;</li><li>• nationality.</li></ul>
Categories of Data Subject	Authority employees, contingent workers, points of contact at customers and suppliers within the Matrix Cluster, which comprises the following Central Government Departments: Attorney General's Office (AGO); Cabinet Office (CO); Department for Business and Trade (DBT); Department for Culture Media and Sport (DCMS); Department for Education (DfE); Department for Energy Security and Net Zero (DESNZ); Department for Health and Social Care (DHSC); Department for Science, Innovation and Technology (DSIT); HM Treasury (HMT). There are also a number of 'Arm's Length Bodies' and other government entities ('ALBs') which sit under these Central Government Departments which may become part of the Matrix Cluster in due course. Where such ALBs become part of the Matrix Cluster, any employees, workers or contractors at those ALBs will also be included.
Plan for return and destruction of the data once the processing is complete  UNLESS requirement under law to preserve that type of data	Data will be retained for the duration of the programme. Once processing of data is complete at the end of the programme, any data processed as part of transitioning any data outside of the legacy and target systems will be destroyed i.e. data in migration/test environments.
Locations at which the Supplier and/or its Sub-contractors process	United Kingdom only

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Personal Data under this Contract	
Protective Measures that the Supplier and, where applicable, its Sub-contractors have implemented to protect Personal Data processed under this Contract Agreement against a breach of security (insofar as that breach of security relates to data) or a Personal Data Breach	The Supplier will implement the technical measures set out in Schedule 5 (Security).

## **ANNEX 1: JOINT CONTROLLER AGREEMENT**

### **1 Joint Controller Status and Allocation of Responsibilities**

- 1.1 With respect to Personal Data under Joint Control of the Parties, the Parties envisage that they shall each be a Data Controller in respect of that Personal Data in accordance with the terms of this Annex 1 (*Joint Controller Agreement*) in replacement of Clause 21.2-21.15 (*Where one Party is Controller and the other Party is Processor*) and 21.17-24.28 (*Independent Controllers of Personal Data*). Accordingly, the Parties each undertake to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Data Controllers.
- 1.2 The Parties agree that the Authority:
- (a) is the exclusive point of contact for Data Subjects and is responsible for all steps necessary to comply with the UK GDPR regarding the exercise by Data Subjects of their rights under the UK GDPR;
  - (b) shall direct Data Subjects to its Data Protection Officer or suitable alternative in connection with the exercise of their rights as Data Subjects and for any enquiries concerning their Personal Data or privacy;
  - (c) is solely responsible for the Parties' compliance with all duties to provide information to Data Subjects under Articles 13 and 14 of the UK GDPR;
  - (d) is responsible for obtaining the informed consent of Data Subjects, in accordance with the UK GDPR, for Processing in connection with the Services where consent is the relevant legal basis for that Processing; and
  - (e) shall make available to Data Subjects the essence of this Joint Controller Agreement (and notify them of any changes to it) concerning the allocation of responsibilities as Joint Controller and its role as exclusive point of contact, the Parties having used their best endeavours to agree the terms of that essence. This must be outlined in the Authority's privacy policy (which must be readily available by hyperlink or otherwise on all of its public facing services and marketing).
- 1.3 Notwithstanding the terms of Paragraph 1.2, the Parties acknowledge that a Data Subject has the right to exercise their legal rights under the Data Protection Legislation as against the relevant Party as Data Controller.

### **2 Undertakings of both Parties**

- 2.1 The Supplier and the Authority each undertake that they shall:



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- (a) report to the other Party every 6 months on:
- (i) the volume of Data Subject Access Requests (or purported Data Subject Access Requests) from Data Subjects (or third parties on their behalf);
  - (ii) the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Personal Data;
  - (iii) any other requests, complaints or communications from Data Subjects (or third parties on their behalf) relating to the other Party's obligations under applicable Data Protection Legislation;
  - (iv) any communications from the Information Commissioner or any other regulatory authority in connection with Personal Data; and
  - (v) any requests from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law;
- that it has received in relation to the subject matter of the Contract during that period;
- (b) notify each other immediately if it receives any request, complaint or communication made as referred to in Paragraphs 2.1(a)(i) to (v);
- (c) provide the other Party with full cooperation and assistance in relation to any request, complaint or communication made as referred to in Paragraphs 2.1(a)(iii) to (v) to enable the other Party to comply with the relevant timescales set out in the Data Protection Legislation;
- (d) not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Services and, for any disclosure or transfer of Personal Data to any third party, (save where such disclosure or transfer is specifically authorised under this Contract or is required by Law) that disclosure or transfer of Personal Data is otherwise considered to be lawful processing of that Personal Data in accordance with Article 6 of the UK GDPR or EU GDPR (as the context requires). For the avoidance of doubt to which Personal Data is transferred must be subject to equivalent obligations which are no less onerous than those set out in this Annex;
- (e) request from the Data Subject only the minimum information necessary to provide the Services and treat such extracted information as Confidential Information;
- (f) ensure that at all times it has in place appropriate Protective Measures to guard against unauthorised or unlawful processing of

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- the Personal Data and/or accidental loss, destruction or damage to the Personal Data and unauthorised or unlawful disclosure of or access to the Personal Data;
- (g) take all reasonable steps to ensure the reliability and integrity of any of its Personnel who have access to the Personal Data and ensure that its Personnel:
- (i) are aware of and comply with their duties under this Annex 1 (*Joint Controller Agreement*) and those in respect of Confidential Information
  - (ii) are informed of the confidential nature of the Personal Data, are subject to appropriate obligations of confidentiality and do not publish, disclose or divulge any of the Personal Data to any third party where the that Party would not be permitted to do so; and
  - (iii) have undergone adequate training in the use, care, protection and handling of personal data as required by the applicable Data Protection Legislation;
- (h) ensure that it has in place Protective Measures as appropriate to protect against a Data Loss Event having taken account of the:
- (i) nature of the data to be protected;
  - (ii) harm that might result from a Data Loss Event;
  - (iii) state of technological development; and
  - (iv) cost of implementing any measures.
- (i) ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Legislation, to provide or correct or delete at the request of a Data Subject all the Personal Data relating to that Data Subject that the Supplier holds;
- (j) ensure that it notifies the other Party as soon as it becomes aware of a Data Loss Event;
- (k) where the Personal Data is subject to UK GDPR, not transfer such Personal Data outside of the UK unless the prior written consent of the non-transferring Party has been obtained and the following conditions are fulfilled:
- (i) the transfer is in accordance with Article 45 of the UK GDPR or DPA 2018 Section 73; or
  - (ii) the transferring Party has provided appropriate safeguards in relation to the transfer (whether in accordance with Article 46 of the UK GDPR or DPA 2018 Section 75) as agreed with

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- the non-transferring Party which could include the International Data Transfer Agreement or International Data Transfer Agreement Addendum to the European Commission's SCCs as published by the Information Commissioner's Office and as set out in Annex 2 to Schedule 31 (*Processing Personal Data*) (as appropriate), as well as any additional measures;
- (iii) the Data Subject has enforceable rights and effective legal remedies;
  - (iv) the transferring Party complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the non-transferring Party in meeting its obligations);
  - (v) the transferring Party complies with any reasonable instructions notified to it in advance by the non-transferring Party with respect to the processing of the Personal Data; and
- (l) where the Personal Data is subject to EU GDPR, not transfer such Personal Data outside of the EU unless the prior written consent of non-transferring Party has been obtained and the following conditions are fulfilled:
- (i) the transfer is in accordance with Article 45 of the EU GDPR; or
  - (ii) the transferring Party has provided appropriate safeguards in relation to the transfer in accordance with Article 46 of the EU GDPR as determined by the non-transferring Party which could include relevant parties entering into Standard Contractual Clauses in the European Commission's decision 2021/914/EU set out in Annex 3 to Schedule 31 (*Processing Personal Data*) as well as any additional measures;
  - (iii) the Data Subject has enforceable rights and effective legal remedies;
  - (iv) the transferring Party complies with its obligations under the EU GDPR by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the non-transferring Party in meeting its obligations); and
  - (v) the transferring Party complies with any reasonable instructions notified to it in advance by the non-transferring Party with respect to the processing of the Personal Data.

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

### **3 Data Protection Breach**

- 3.1 Without prejudice to Paragraph 3.2, each Party shall notify the other Party promptly and without undue delay, and in any event within 48 hours, upon becoming aware of any Personal Data Breach or circumstances that are likely to give rise to a Personal Data Breach, providing the other Party and its advisors with:

- (a) sufficient information and in a timescale which allows the other Party to meet any obligations to report a Personal Data Breach under the Data Protection Legislation; and
- (b) all reasonable assistance, including:
  - (i) co-operation with the other Party and the Information Commissioner investigating the Personal Data Breach and its cause, containing and recovering the compromised Personal Data and compliance with the applicable guidance;
  - (ii) co-operation with the other Party including taking such reasonable steps as are directed by the Authority to assist in the investigation, mitigation and remediation of a Personal Data Breach;
  - (iii) co-ordination with the other Party regarding the management of public relations and public statements relating to the Personal Data Breach; and
  - (iv) providing the other Party and to the extent instructed by the other Party to do so, and/or the Information Commissioner investigating the Personal Data Breach, with complete information relating to the Personal Data Breach, including, without limitation, the information set out in Paragraph 3.2.

- 3.2 Each Party shall take all steps to restore, re-constitute and/or reconstruct any Personal Data where it has lost, damaged, destroyed, altered or corrupted as a result of a Personal Data Breach as if it was that Party's own data at its own cost with all possible speed and shall provide the other Party with all reasonable assistance in respect of any such Personal Data Breach, including providing the other Party, as soon as possible and within 48 hours of the Personal Data Breach relating to the Personal Data Breach, in particular:

- (a) the nature of the Personal Data Breach;

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- (b) the nature of Personal Data affected;
- (c) the categories and number of Data Subjects concerned;
- (d) the name and contact details of the Supplier's Data Protection Officer or other relevant contact from whom more information may be obtained;
- (e) measures taken or proposed to be taken to address the Personal Data Breach; and
- (f) describe the likely consequences of the Personal Data Breach.

#### **4 Audit**

##### **4.1 The Supplier shall permit:**

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

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

#### **5 Impact Assessments**

##### **5.1 The Parties shall:**

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

#### **6 ICO Guidance**

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

## 7 Liabilities for Data Protection Breach

- 7.1 If financial penalties are imposed by the Information Commissioner on either the Authority or the Supplier for a Personal Data Breach ("**Financial Penalties**") then the following shall occur:
- (a) If in the view of the Information Commissioner, the Authority is responsible for the Personal Data Breach, in that it is caused as a result of the actions or inaction of the Authority, its employees, agents, contractors (other than the Supplier) or systems and procedures controlled by the Authority, then the Authority shall be responsible for the payment of such Financial Penalties. In this case, the Authority will conduct an internal audit and engage at its reasonable cost when necessary, an independent third party to conduct an audit of any such data incident. The Supplier shall provide to the Authority and its third party investigators and auditors, on request and at the Supplier's reasonable cost, full cooperation and access to conduct a thorough audit of such data incident;
  - (b) If in the view of the Information Commissioner, the Supplier is responsible for the Personal Data Breach, in that it is not a breach that the Authority is responsible for, then the Supplier shall be responsible for the payment of these Financial Penalties. The Supplier will provide to the Authority and its auditors, on request and at the Supplier's sole cost, full cooperation and access to conduct a thorough audit of such data incident; or
  - (c) If no view as to responsibility is expressed by the Information Commissioner, then the Authority and the Supplier shall work together to investigate the relevant data incident and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any Financial Penalties equally if no responsibility for the Personal Data Breach can be apportioned. In the event that the Parties do not agree such apportionment then such Dispute shall be referred to the Dispute Resolution Procedure set out in Schedule 23 (Dispute Resolution Procedure).
- 7.2 If either the Authority or the Supplier is the defendant in a legal claim brought before a court of competent jurisdiction ("**Court**") by a third party in respect of a Personal Data Breach, then unless the Parties otherwise agree, the Party that is determined by the final decision of the court to be responsible for the Personal Data Breach shall be liable for the losses arising from such breach.

Where both Parties are liable, the liability will be apportioned between the Parties in accordance with the decision of the Court.

- 7.3 In respect of any losses, cost claims or expenses incurred by either Party as a result of a Personal Data Breach (the “**Claim Losses**”):
- (a) if the Authority is responsible for the relevant breach, then the Authority shall be responsible for the Claim Losses;
  - (b) if the Supplier is responsible for the relevant breach, then the Supplier shall be responsible for the Claim Losses; and
  - (c) if responsibility is unclear, then the Authority and the Supplier shall be responsible for the Claim Losses equally.
- 7.4 Nothing in Paragraphs 7.2-7.3 shall preclude the Authority and the Supplier reaching any other agreement, including by way of compromise with a third party complainant or claimant, as to the apportionment of financial responsibility for any Claim Losses as a result of a Personal Data Breach, having regard to all the circumstances of the breach and the legal and financial obligations of the Authority.

## **8 Termination**

- 8.1 If the Supplier is in material Default under any of its obligations under this Annex 1 (*Joint Controller Agreement*), the Authority shall be entitled to terminate this Contract by issuing a Termination Notice to the Supplier in accordance with Clause 31 (*Termination Rights*).

## **9 Sub-Processing**

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

## **10 Data Retention**

- 10.1 The Parties agree to erase Personal Data from any computers, storage devices and storage media that are to be retained as soon as practicable after it has ceased to be necessary for them to retain such Personal Data under applicable Data Protection Legislation and their privacy policy (save to the extent (and for the limited period) that such information needs to be retained by a Party for statutory compliance purposes or as otherwise required by this

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Contract), and taking all further actions as may be necessary to ensure its compliance with Data Protection Legislation and its privacy policy.



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ANNEX 2:

PART A: INTERNATIONAL DATA TRANSFER AGREEMENT



Standard Data Protection Clauses to be issued by the Commissioner under  
S119A(1) Data Protection Act 2018

International Data Transfer Agreement  
VERSION A1.0, in force 21 March 2022

This IDTA has been issued by the Information Commissioner for Parties making Restricted Transfers. The Information Commissioner considers that it provides Appropriate Safeguards for Restricted Transfers when it is entered into as a legally binding contract.

Part 1: Tables

Table 1: Parties and signatures

Start date		
The Parties	Exporter (who sends the Restricted Transfer)	Importer (who receives the Restricted Transfer)
Parties' details	Full legal name: <input type="text"/> Trading name (if different): <input type="text"/> Main address (if a company registered address): <input type="text"/> Official registration number (if any) (company number or similar identifier): <input type="text"/>	Full legal name: <input type="text"/> Trading name (if different): <input type="text"/> Main address (if a company registered address): <input type="text"/> Official registration number (if any) (company number or similar identifier): <input type="text"/>

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<b>Key Contact</b>	Full Name (optional): <input type="text"/> Job Title: <input type="text"/> Contact details including email: <input type="text"/>	Full Name (optional): <input type="text"/> Job Title: <input type="text"/> Contact details including email: <input type="text"/>
<b>Importer Data Subject Contact</b>		Job Title: <input type="text"/> Contact details including email: <input type="text"/>
<b>Signatures confirming each Party agrees to be bound by this IDTA</b>	Signed for and on behalf of the <b>Exporter</b> set out above Signed: <input type="text"/> Date of signature: <input type="text"/> Full name: <input type="text"/> Job title: <input type="text"/>	Signed for and on behalf of the <b>Importer</b> set out above Signed: <input type="text"/> Date of signature: <input type="text"/> Full name: <input type="text"/> Job title: <input type="text"/>

Table 2: Transfer Details

<b>UK country's law that governs the IDTA:</b>	<input type="checkbox"/> England and Wales <input type="checkbox"/> Northern Ireland <input type="checkbox"/> Scotland
<b>Primary place for legal claims to be made by the Parties</b>	<input type="checkbox"/> England and Wales <input type="checkbox"/> Northern Ireland <input type="checkbox"/> Scotland
<b>The status of the Exporter</b>	In relation to the Processing of the Transferred Data: <input type="checkbox"/> Exporter is a Controller <input type="checkbox"/> Exporter is a Processor or Sub-Processor

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<b>The status of the Importer</b>	<p>In relation to the Processing of the Transferred Data:</p> <p><input type="checkbox"/> Importer is a Controller</p> <p><input type="checkbox"/> Importer is the Exporter's Processor or Sub-Processor</p> <p><input type="checkbox"/> Importer is <b>not</b> the Exporter's Processor or Sub-Processor (and the Importer has been instructed by a Third Party Controller)</p>
<b>Whether UK GDPR applies to the Importer</b>	<p><input type="checkbox"/> UK GDPR applies to the Importer's Processing of the Transferred Data</p> <p><input type="checkbox"/> UK GDPR does not apply to the Importer's Processing of the Transferred Data</p>
<b>Linked Agreement</b>	<p><b>If the Importer is the Exporter's Processor or Sub-Processor</b> – the agreement(s) between the Parties which sets out the Processor's or Sub-Processor's instructions for Processing the Transferred Data:</p> <p>Name of agreement: <input type="text"/></p> <p>Date of agreement: <input type="text"/></p> <p>Parties to the agreement: <input type="text"/></p> <p>Reference (if any): <input type="text"/></p> <p><b>Other agreements</b> – any agreement(s) between the Parties which set out additional obligations in relation to the Transferred Data, such as a data sharing agreement or service agreement:</p> <p>Name of agreement: <input type="text"/></p> <p>Date of agreement: <input type="text"/></p> <p>Parties to the agreement: <input type="text"/></p> <p>Reference (if any): <input type="text"/></p> <p><b>If the Exporter is a Processor or Sub-Processor</b> – the agreement(s) between the Exporter and the Party(s) which sets out the Exporter's instructions for Processing the Transferred Data:</p>

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	<p>Name of agreement: <input type="text"/></p> <p>Date of agreement: <input type="text"/></p> <p>Parties to the agreement: <input type="text"/></p> <p>Reference (if any): <input type="text"/></p>
<b>Term</b>	<p>The Importer may Process the Transferred Data for the following time period:</p> <p><input type="checkbox"/> the period for which the Linked Agreement is in force</p> <p><input type="checkbox"/> time period:</p> <p><input type="checkbox"/> (only if the Importer is a Controller or not the Exporter's Processor or Sub-Processor) no longer than is necessary for the Purpose.</p>
<b>Ending the IDTA before the end of the Term</b>	<p><input type="checkbox"/> the Parties cannot end the IDTA before the end of the Term unless there is a breach of the IDTA or the Parties agree in writing.</p> <p><input type="checkbox"/> the Parties can end the IDTA before the end of the Term by serving:</p> <p><input type="text"/> months' written notice, as set out in Section 29 (How to end this IDTA without there being a breach).</p>
<b>Ending the IDTA when the Approved IDTA changes</b>	<p>Which Parties may end the IDTA as set out in Section 29.2:</p> <p><input type="checkbox"/> Importer</p> <p><input type="checkbox"/> Exporter</p> <p><input type="checkbox"/> neither Party</p>
<b>Can the Importer make further transfers of the Transferred Data?</b>	<p><input type="checkbox"/> The Importer MAY transfer on the Transferred Data to another organisation or person (who is a different legal entity) in accordance with Section 16.1 (Transferring on the Transferred Data).</p> <p><input type="checkbox"/> The Importer MAY NOT transfer on the Transferred Data to another organisation or person (who is a different legal</p>

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	entity) in accordance with Section 16.1 (Transferring on the Transferred Data).
<b>Specific restrictions when the Importer may transfer on the Transferred Data</b>	<p>The Importer MAY ONLY forward the Transferred Data in accordance with Section 16.1:</p> <p><input type="checkbox"/> if the Exporter tells it in writing that it may do so.</p> <p><input type="checkbox"/> to: <input type="text"/></p> <p><input type="checkbox"/> to the authorised receivers (or the categories of authorised receivers) set out in:</p> <p><input type="checkbox"/> there are no specific restrictions.</p>
<b>Review Dates</b>	<p><input type="checkbox"/> No review is needed as this is a one-off transfer and the Importer does not retain any Transferred Data</p> <p>First review date: <input type="text"/></p> <p>The Parties must review the Security Requirements at least once:</p> <p><input type="checkbox"/> each <input type="text"/> month(s)</p> <p><input type="checkbox"/> each quarter</p> <p><input type="checkbox"/> each 6 months</p> <p><input type="checkbox"/> each year</p> <p><input type="checkbox"/> each <input type="text"/> year(s)</p> <p><input type="checkbox"/> each time there is a change to the Transferred Data, Purposes, Importer Information, TRA or risk assessment</p>

**Table 3: Transferred Data**

<b>Transferred Data</b>	<p>The personal data to be sent to the Importer under this IDTA consists of:</p> <p><input type="checkbox"/> The categories of Transferred Data will update automatically if the information is updated in the Linked Agreement referred to.</p>
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	<input type="checkbox"/> The categories of Transferred Data will NOT update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree a change under Section 5.3.
<b>Special Categories of Personal Data and criminal convictions and offences</b>	<p>The Transferred Data includes data relating to:</p> <ul style="list-style-type: none"><li><input type="checkbox"/> racial or ethnic origin</li><li><input type="checkbox"/> political opinions</li><li><input type="checkbox"/> religious or philosophical beliefs</li><li><input type="checkbox"/> trade union membership</li><li><input type="checkbox"/> genetic data</li><li><input type="checkbox"/> biometric data for the purpose of uniquely identifying a natural person</li><li><input type="checkbox"/> physical or mental health</li><li><input type="checkbox"/> sex life or sexual orientation</li><li><input type="checkbox"/> criminal convictions and offences</li><li><input type="checkbox"/> none of the above</li><li><input type="checkbox"/> set out in:</li></ul> <p>And:</p> <ul style="list-style-type: none"><li><input type="checkbox"/> The categories of special category and criminal records data will update automatically if the information is updated in the Linked Agreement referred to.</li><li><input type="checkbox"/> The categories of special category and criminal records data will NOT update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree a change under Section 5.3.</li></ul>
<b>Relevant Data Subjects</b>	<p>The Data Subjects of the Transferred Data are:</p> <ul style="list-style-type: none"><li><input type="checkbox"/> The categories of Data Subjects will update automatically if the information is updated in the Linked Agreement referred to.</li></ul>

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	<input type="checkbox"/> The categories of Data Subjects will not update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree a change under Section 5.3.
<b>Purpose</b>	<input type="checkbox"/> The Importer may Process the Transferred Data for the following purposes: <input type="checkbox"/> The Importer may Process the Transferred Data for the purposes set out in: In both cases, any other purposes which are compatible with the purposes set out above. <input type="checkbox"/> The purposes will update automatically if the information is updated in the Linked Agreement referred to. <input type="checkbox"/> The purposes will NOT update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree a change under Section 5.3.

Table 4: Security Requirements

<b>Security of Transmission</b>	
<b>Security of Storage</b>	
<b>Security of Processing</b>	
<b>Organisational security measures</b>	

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<b>Technical security minimum requirements</b>	
<b>Updates to the Security Requirements</b>	<input type="checkbox"/> The Security Requirements will update automatically if the information is updated in the Linked Agreement referred to. <input type="checkbox"/> The Security Requirements will NOT update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree a change under Section 5.3.

**Part 2: Extra Protection Clauses**

<b>Extra Protection Clauses:</b>	
<b>(i) Extra technical security protections</b>	
<b>(ii) Extra organisational protections</b>	
<b>(iii) Extra contractual protections</b>	

**Part 3: Commercial Clauses**

<b>Commercial Clauses</b>	
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## Part 4: Mandatory Clauses

### Information that helps you to understand this IDTA

#### 1. **This IDTA and Linked Agreements**

- 1.1 Each Party agrees to be bound by the terms and conditions set out in the IDTA, in exchange for the other Party also agreeing to be bound by the IDTA.
- 1.2 This IDTA is made up of:
  - 1.2.1 Part one: Tables;
  - 1.2.2 Part two: Extra Protection Clauses;
  - 1.2.3 Part three: Commercial Clauses; and
  - 1.2.4 Part four: Mandatory Clauses.
- 1.3 The IDTA starts on the Start Date and ends as set out in Sections 29 or 30.
- 1.4 If the Importer is a Processor or Sub-Processor instructed by the Exporter: the Exporter must ensure that, on or before the Start Date and during the Term, there is a Linked Agreement which is enforceable between the Parties and which complies with Article 28 UK GDPR (and which they will ensure continues to comply with Article 28 UK GDPR).
- 1.5 References to the Linked Agreement or to the Commercial Clauses are to that Linked Agreement or to those Commercial Clauses only in so far as they are consistent with the Mandatory Clauses.

#### 2. **Legal Meaning of Words**

- 2.1 If a word starts with a capital letter it has the specific meaning set out in the Legal Glossary in Section 36.
- 2.2 To make it easier to read and understand, this IDTA contains headings and guidance notes. Those are not part of the binding contract which forms the IDTA.

#### 3. **You have provided all the information required**

- 3.1 The Parties must ensure that the information contained in Part one: Tables is correct and complete at the Start Date and during the Term.
- 3.2 In Table 2: Transfer Details, if the selection that the Parties are Controllers, Processors or Sub-Processors is wrong (either as a matter of fact or as a result of applying the UK Data Protection Laws) then:
  - 3.2.1 the terms and conditions of the Approved IDTA which apply to the correct option which was not selected will apply; and

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3.2.2 the Parties and any Relevant Data Subjects are entitled to enforce the terms and conditions of the Approved IDTA which apply to that correct option.

3.3 In Table 2: Transfer Details, if the selection that the UK GDPR applies is wrong (either as a matter of fact or as a result of applying the UK Data Protection Laws), then the terms and conditions of the IDTA will still apply to the greatest extent possible.

**4. How to sign the IDTA**

4.1 The Parties may choose to each sign (or execute):

4.1.1 the same copy of this IDTA;

4.1.2 two copies of the IDTA. In that case, each identical copy is still an original of this IDTA, and together all those copies form one agreement;

4.1.3 a separate, identical copy of the IDTA. In that case, each identical copy is still an original of this IDTA, and together all those copies form one agreement,

unless signing (or executing) in this way would mean that the IDTA would not be binding on the Parties under Local Laws.

**5. Changing this IDTA**

5.1 Each Party must not change the Mandatory Clauses as set out in the Approved IDTA, except only:

5.1.1 to ensure correct cross-referencing: cross-references to Part one: Tables (or any Table), Part two: Extra Protections, and/or Part three: Commercial Clauses can be changed where the Parties have set out the information in a different format, so that the cross-reference is to the correct location of the same information, or where clauses have been removed as they do not apply, as set out below;

5.1.2 to remove those Sections which are expressly stated not to apply to the selections made by the Parties in Table 2: Transfer Details, that the Parties are Controllers, Processors or Sub-Processors and/or that the Importer is subject to, or not subject to, the UK GDPR. The Exporter and Importer understand and acknowledge that any removed Sections may still apply and form a part of this IDTA if they have been removed incorrectly, including because the wrong selection is made in Table 2: Transfer Details;

5.1.3 so the IDTA operates as a multi-party agreement if there are more than two Parties to the IDTA. This may include nominating a lead

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Party or lead Parties which can make decisions on behalf of some or all of the other Parties which relate to this IDTA (including reviewing Table 4: Security Requirements and Part two: Extra Protection Clauses, and making updates to Part one: Tables (or any Table), Part two: Extra Protection Clauses, and/or Part three: Commercial Clauses); and/or

- 5.1.4 to update the IDTA to set out in writing any changes made to the Approved IDTA under Section 5.4, if the Parties want to. The changes will apply automatically without updating them as described in Section 5.4;

provided that the changes do not reduce the Appropriate Safeguards.

- 5.2 If the Parties wish to change the format of the information included in Part one: Tables, Part two: Extra Protection Clauses or Part three: Commercial Clauses of the Approved IDTA, they may do so by agreeing to the change in writing, provided that the change does not reduce the Appropriate Safeguards.
- 5.3 If the Parties wish to change the information included in Part one: Tables, Part two: Extra Protection Clauses or Part three: Commercial Clauses of this IDTA (or the equivalent information), they may do so by agreeing to the change in writing, provided that the change does not reduce the Appropriate Safeguards.
- 5.4 From time to time, the ICO may publish a revised Approved IDTA which:
- 5.4.1 makes reasonable and proportionate changes to the Approved IDTA, including correcting errors in the Approved IDTA; and/or
- 5.4.2 reflects changes to UK Data Protection Laws.

The revised Approved IDTA will specify the start date from which the changes to the Approved IDTA are effective and whether an additional Review Date is required as a result of the changes. This IDTA is automatically amended as set out in the revised Approved IDTA from the start date specified.

**6. Understanding this IDTA**

- 6.1 This IDTA must always be interpreted in a manner that is consistent with UK Data Protection Laws and so that it fulfils the Parties' obligation to provide the Appropriate Safeguards.
- 6.2 If there is any inconsistency or conflict between UK Data Protection Laws and this IDTA, the UK Data Protection Laws apply.
- 6.3 If the meaning of the IDTA is unclear or there is more than one meaning, the meaning which most closely aligns with the UK Data Protection Laws applies.

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- 6.4 Nothing in the IDTA (including the Commercial Clauses or the Linked Agreement) limits or excludes either Party's liability to Relevant Data Subjects or to the ICO under this IDTA or under UK Data Protection Laws.
- 6.5 If any wording in Parts one, two or three contradicts the Mandatory Clauses, and/or seeks to limit or exclude any liability to Relevant Data Subjects or to the ICO, then that wording will not apply.
- 6.6 The Parties may include provisions in the Linked Agreement which provide the Parties with enhanced rights otherwise covered by this IDTA. These enhanced rights may be subject to commercial terms, including payment, under the Linked Agreement, but this will not affect the rights granted under this IDTA.
- 6.7 If there is any inconsistency or conflict between this IDTA and a Linked Agreement or any other agreement, this IDTA overrides that Linked Agreement or any other agreements, even if those agreements have been negotiated by the Parties. The exceptions to this are where (and in so far as):
- 6.7.1 the inconsistent or conflicting terms of the Linked Agreement or other agreement provide greater protection for the Relevant Data Subject's rights, in which case those terms will override the IDTA; and
  - 6.7.2 a Party acts as Processor and the inconsistent or conflicting terms of the Linked Agreement are obligations on that Party expressly required by Article 28 UK GDPR, in which case those terms will override the inconsistent or conflicting terms of the IDTA in relation to Processing by that Party as Processor.
- 6.8 The words "include", "includes", "including", "in particular" are used to set out examples and not to set out a finite list.
- 6.9 References to:
- 6.9.1 singular or plural words or people, also includes the plural or singular of those words or people;
  - 6.9.2 legislation (or specific provisions of legislation) means that legislation (or specific provision) as it may change over time. This includes where that legislation (or specific provision) has been consolidated, re-enacted and/or replaced after this IDTA has been signed; and
  - 6.9.3 any obligation not to do something, includes an obligation not to allow or cause that thing to be done by anyone else.

**7. Which laws apply to this IDTA**

- 7.1 This IDTA is governed by the laws of the UK country set out in Table 2: Transfer Details. If no selection has been made, it is the laws of England and

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Wales. This does not apply to Section 35 which is always governed by the laws of England and Wales.

**How this IDTA provides Appropriate Safeguards**

**8. The Appropriate Safeguards**

- 8.1 The purpose of this IDTA is to ensure that the Transferred Data has Appropriate Safeguards when Processed by the Importer during the Term. This standard is met when and for so long as:
  - 8.1.1 both Parties comply with the IDTA, including the Security Requirements and any Extra Protection Clauses; and
  - 8.1.2 the Security Requirements and any Extra Protection Clauses provide a level of security which is appropriate to the risk of a Personal Data Breach occurring and the impact on Relevant Data Subjects of such a Personal Data Breach, including considering any Special Category Data within the Transferred Data.
- 8.2 The Exporter must:
  - 8.2.1 ensure and demonstrate that this IDTA (including any Security Requirements and Extra Protection Clauses) provides Appropriate Safeguards; and
  - 8.2.2 (if the Importer reasonably requests) provide it with a copy of any TRA.
- 8.3 The Importer must:
  - 8.3.1 before receiving any Transferred Data, provide the Exporter with all relevant information regarding Local Laws and practices and the protections and risks which apply to the Transferred Data when it is Processed by the Importer, including any information which may reasonably be required for the Exporter to carry out any TRA (the “Importer Information”);
  - 8.3.2 co-operate with the Exporter to ensure compliance with the Exporter’s obligations under the UK Data Protection Laws;
  - 8.3.3 review whether any Importer Information has changed, and whether any Local Laws contradict its obligations in this IDTA and take reasonable steps to verify this, on a regular basis. These reviews must be at least as frequent as the Review Dates; and
  - 8.3.4 inform the Exporter as soon as it becomes aware of any Importer Information changing, and/or any Local Laws which may prevent or limit the Importer complying with its obligations in this IDTA. This information then forms part of the Importer Information.

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- 8.4 The Importer must ensure that at the Start Date and during the Term:
- 8.4.1 the Importer Information is accurate;
  - 8.4.2 it has taken reasonable steps to verify whether there are any Local Laws which contradict its obligations in this IDTA or any additional information regarding Local Laws which may be relevant to this IDTA.
- 8.5 Each Party must ensure that the Security Requirements and Extra Protection Clauses provide a level of security which is appropriate to the risk of a Personal Data Breach occurring and the impact on Relevant Data Subjects of such a Personal Data Breach.
- 9. Reviews to ensure the Appropriate Safeguards continue**
- 9.1 Each Party must:
- 9.1.1 review this IDTA (including the Security Requirements and Extra Protection Clauses and the Importer Information) at regular intervals, to ensure that the IDTA remains accurate and up to date and continues to provide the Appropriate Safeguards. Each Party will carry out these reviews as frequently as the relevant Review Dates or sooner; and
  - 9.1.2 inform the other party in writing as soon as it becomes aware if any information contained in either this IDTA, any TRA or Importer Information is no longer accurate and up to date.
- 9.2 If, at any time, the IDTA no longer provides Appropriate Safeguards the Parties must Without Undue Delay:
- 9.2.1 pause transfers and Processing of Transferred Data whilst a change to the Tables is agreed. The Importer may retain a copy of the Transferred Data during this pause, in which case the Importer must carry out any Processing required to maintain, so far as possible, the measures it was taking to achieve the Appropriate Safeguards prior to the time the IDTA no longer provided Appropriate Safeguards, but no other Processing;
  - 9.2.2 agree a change to Part one: Tables or Part two: Extra Protection Clauses which will maintain the Appropriate Safeguards (in accordance with Section 5); and
  - 9.2.3 where a change to Part one: Tables or Part two: Extra Protection Clauses which maintains the Appropriate Safeguards cannot be agreed, the Exporter must end this IDTA by written notice on the Importer.

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**10. The ICO**

- 10.1 Each Party agrees to comply with any reasonable requests made by the ICO in relation to this IDTA or its Processing of the Transferred Data.
- 10.2 The Exporter will provide a copy of any TRA, the Importer Information and this IDTA to the ICO, if the ICO requests.
- 10.3 The Importer will provide a copy of any Importer Information and this IDTA to the ICO, if the ICO requests.

**The Exporter**

**11. Exporter's obligations**

- 11.1 The Exporter agrees that UK Data Protection Laws apply to its Processing of the Transferred Data, including transferring it to the Importer.
- 11.2 The Exporter must:
  - 11.2.1 comply with the UK Data Protection Laws in transferring the Transferred Data to the Importer;
  - 11.2.2 comply with the Linked Agreement as it relates to its transferring the Transferred Data to the Importer; and
  - 11.2.3 carry out reasonable checks on the Importer's ability to comply with this IDTA, and take appropriate action including under Section 9.2, Section 29 or Section 30, if at any time it no longer considers that the Importer is able to comply with this IDTA or to provide Appropriate Safeguards.
- 11.3 The Exporter must comply with all its obligations in the IDTA, including any in the Security Requirements, and any Extra Protection Clauses and any Commercial Clauses.
- 11.4 The Exporter must co-operate with reasonable requests of the Importer to pass on notices or other information to and from Relevant Data Subjects or any Third Party Controller where it is not reasonably practical for the Importer to do so. The Exporter may pass these on via a third party if it is reasonable to do so.
- 11.5 The Exporter must co-operate with and provide reasonable assistance to the Importer, so that the Importer is able to comply with its obligations to the Relevant Data Subjects under Local Law and this IDTA.

**The Importer**

**12. General Importer obligations**

- 12.1 The Importer must:



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- 12.1.1 only Process the Transferred Data for the Purpose;
  - 12.1.2 comply with all its obligations in the IDTA, including in the Security Requirements, any Extra Protection Clauses and any Commercial Clauses;
  - 12.1.3 comply with all its obligations in the Linked Agreement which relate to its Processing of the Transferred Data;
  - 12.1.4 keep a written record of its Processing of the Transferred Data, which demonstrate its compliance with this IDTA, and provide this written record if asked to do so by the Exporter;
  - 12.1.5 if the Linked Agreement includes rights for the Exporter to obtain information or carry out an audit, provide the Exporter with the same rights in relation to this IDTA; and
  - 12.1.6 if the ICO requests, provide the ICO with the information it would be required on request to provide to the Exporter under this Section 12.1 (including the written record of its Processing, and the results of audits and inspections).
- 12.2 The Importer must co-operate with and provide reasonable assistance to the Exporter and any Third Party Controller, so that the Exporter and any Third Party Controller are able to comply with their obligations under UK Data Protection Laws and this IDTA.
- 13. Importer's obligations if it is subject to the UK Data Protection Laws**
- 13.1 If the Importer's Processing of the Transferred Data is subject to UK Data Protection Laws, it agrees that:
- 13.1.1 UK Data Protection Laws apply to its Processing of the Transferred Data, and the ICO has jurisdiction over it in that respect; and
  - 13.1.2 it has and will comply with the UK Data Protection Laws in relation to the Processing of the Transferred Data.
- 13.2 If Section 13.1 applies and the Importer complies with Section 13.1, it does not need to comply with:
- Section 14 (Importer's obligations to comply with key data protection principles);
  - Section 15 (What happens if there is an Importer Personal Data Breach);
  - Section 15 (How Relevant Data Subjects can exercise their data subject rights); and



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- Section 21 (How Relevant Data Subjects can exercise their data subject rights – if the Importer is the Exporter's Processor or Sub-Processor).

**14. Importer's obligations to comply with key data protection principles**

- 14.1 The Importer does not need to comply with this Section 14 if it is the Exporter's Processor or Sub-Processor.
- 14.2 The Importer must:
- 14.2.1 ensure that the Transferred Data it Processes is adequate, relevant and limited to what is necessary for the Purpose;
  - 14.2.2 ensure that the Transferred Data it Processes is accurate and (where necessary) kept up to date, and (where appropriate considering the Purposes) correct or delete any inaccurate Transferred Data it becomes aware of Without Undue Delay; and
  - 14.2.3 ensure that it Processes the Transferred Data for no longer than is reasonably necessary for the Purpose.

**15. What happens if there is an Importer Personal Data Breach**

- 15.1 If there is an Importer Personal Data Breach, the Importer must:
- 15.1.1 take reasonable steps to fix it, including to minimise the harmful effects on Relevant Data Subjects, stop it from continuing, and prevent it happening again. If the Importer is the Exporter's Processor or Sub-Processor: these steps must comply with the Exporter's instructions and the Linked Agreement and be in co-operation with the Exporter and any Third Party Controller; and
  - 15.1.2 ensure that the Security Requirements continue to provide (or are changed in accordance with this IDTA so they do provide) a level of security which is appropriate to the risk of a Personal Data Breach occurring and the impact on Relevant Data Subjects of such a Personal Data Breach.
- 15.2 If the Importer is a Processor or Sub-Processor: if there is an Importer Personal Data Breach, the Importer must:
- 15.2.1 notify the Exporter Without Undue Delay after becoming aware of the breach, providing the following information:
    - 15.2.1.1 a description of the nature of the Importer Personal Data Breach;

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- 15.2.1.2 (if and when possible) the categories and approximate number of Data Subjects and Transferred Data records concerned;
  - 15.2.1.3 likely consequences of the Importer Personal Data Breach;
  - 15.2.1.4 steps taken (or proposed to be taken) to fix the Importer Personal Data Breach (including to minimise the harmful effects on Relevant Data Subjects, stop it from continuing, and prevent it happening again) and to ensure that Appropriate Safeguards are in place;
  - 15.2.1.5 contact point for more information; and
  - 15.2.1.6 any other information reasonably requested by the Exporter,
- 15.2.2 if it is not possible for the Importer to provide all the above information at the same time, it may do so in phases, Without Undue Delay; and
- 15.2.3 assist the Exporter (and any Third Party Controller) so the Exporter (or any Third Party Controller) can inform Relevant Data Subjects or the ICO or any other relevant regulator or authority about the Importer Personal Data Breach Without Undue Delay.
- 15.3 If the Importer is a Controller: if the Importer Personal Data Breach is likely to result in a risk to the rights or freedoms of any Relevant Data Subject the Importer must notify the Exporter Without Undue Delay after becoming aware of the breach, providing the following information:
- 15.3.1 a description of the nature of the Importer Personal Data Breach;
  - 15.3.2 (if and when possible) the categories and approximate number of Data Subjects and Transferred Data records concerned;
  - 15.3.3 likely consequences of the Importer Personal Data Breach;
  - 15.3.4 steps taken (or proposed to be taken) to fix the Importer Personal Data Breach (including to minimise the harmful effects on Relevant Data Subjects, stop it from continuing, and prevent it happening again) and to ensure that Appropriate Safeguards are in place;
  - 15.3.5 contact point for more information; and
  - 15.3.6 any other information reasonably requested by the Exporter.
- If it is not possible for the Importer to provide all the above information at the same time, it may do so in phases, Without Undue Delay.

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- 15.4 If the Importer is a Controller: if the Importer Personal Data Breach is likely to result in a high risk to the rights or freedoms of any Relevant Data Subject, the Importer must inform those Relevant Data Subjects Without Undue Delay, except in so far as it requires disproportionate effort, and provided the Importer ensures that there is a public communication or similar measures whereby Relevant Data Subjects are informed in an equally effective manner.
- 15.5 The Importer must keep a written record of all relevant facts relating to the Importer Personal Data Breach, which it will provide to the Exporter and the ICO on request.

This record must include the steps it takes to fix the Importer Personal Data Breach (including to minimise the harmful effects on Relevant Data Subjects, stop it from continuing, and prevent it happening again) and to ensure that Security Requirements continue to provide a level of security which is appropriate to the risk of a Personal Data Breach occurring and the impact on Relevant Data Subjects of such a Personal Data Breach.

**16. Transferring on the Transferred Data**

- 16.1 The Importer may only transfer on the Transferred Data to a third party if it is permitted to do so in Table 2: Transfer Details Table, the transfer is for the Purpose, the transfer does not breach the Linked Agreement, and one or more of the following apply:
- 16.1.1 the third party has entered into a written contract with the Importer containing the same level of protection for Data Subjects as contained in this IDTA (based on the role of the recipient as controller or processor), and the Importer has conducted a risk assessment to ensure that the Appropriate Safeguards will be protected by that contract; or
  - 16.1.2 the third party has been added to this IDTA as a Party; or
  - 16.1.3 if the Importer was in the UK, transferring on the Transferred Data would comply with Article 46 UK GDPR; or
  - 16.1.4 if the Importer was in the UK transferring on the Transferred Data would comply with one of the exceptions in Article 49 UK GDPR; or
  - 16.1.5 the transfer is to the UK or an Adequate Country.
- 16.2 The Importer does not need to comply with Section 16.1 if it is transferring on Transferred Data and/or allowing access to the Transferred Data in accordance with Section 23 (Access Requests and Direct Access).

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**17. Importer's responsibility if it authorises others to perform its obligations**

- 17.1 The Importer may sub-contract its obligations in this IDTA to a Processor or Sub-Processor (provided it complies with Section 16).
- 17.2 If the Importer is the Exporter's Processor or Sub-Processor: it must also comply with the Linked Agreement or be with the written consent of the Exporter.
- 17.3 The Importer must ensure that any person or third party acting under its authority, including a Processor or Sub-Processor, must only Process the Transferred Data on its instructions.
- 17.4 The Importer remains fully liable to the Exporter, the ICO and Relevant Data Subjects for its obligations under this IDTA where it has sub-contracted any obligations to its Processors and Sub-Processors, or authorised an employee or other person to perform them (and references to the Importer in this context will include references to its Processors, Sub-Processors or authorised persons).

**What rights do individuals have?**

**18. The right to a copy of the IDTA**

- 18.1 If a Party receives a request from a Relevant Data Subject for a copy of this IDTA:
  - 18.1.1 it will provide the IDTA to the Relevant Data Subject and inform the other Party, as soon as reasonably possible;
  - 18.1.2 it does not need to provide copies of the Linked Agreement, but it must provide all the information from those Linked Agreements referenced in the Tables;
  - 18.1.3 it may redact information in the Tables or the information provided from the Linked Agreement if it is reasonably necessary to protect business secrets or confidential information, so long as it provides the Relevant Data Subject with a summary of those redactions so that the Relevant Data Subject can understand the content of the Tables or the information provided from the Linked Agreement.

**19. The right to Information about the Importer and its Processing**

- 19.1 The Importer does not need to comply with this Section 19 if it is the Exporter's Processor or Sub-Processor.
- 19.2 The Importer must ensure that each Relevant Data Subject is provided with details of:

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- the Importer (including contact details and the Importer Data Subject Contact);
- the Purposes; and
- any recipients (or categories of recipients) of the Transferred Data;

The Importer can demonstrate it has complied with this Section 19.2 if the information is given (or has already been given) to the Relevant Data Subjects by the Exporter or another party.

The Importer does not need to comply with this Section 19.2 in so far as to do so would be impossible or involve a disproportionate effort, in which case, the Importer must make the information publicly available.

- 19.3 The Importer must keep the details of the Importer Data Subject Contact up to date and publicly available. This includes notifying the Exporter in writing of any such changes.
- 19.4 The Importer must make sure those contact details are always easy to access for all Relevant Data Subjects and be able to easily communicate with Data Subjects in the English language Without Undue Delay.

**20. How Relevant Data Subjects can exercise their data subject rights**

- 20.1 The Importer does not need to comply with this Section 20 if it is the Exporter's Processor or Sub-Processor.
- 20.2 If an individual requests, the Importer must confirm whether it is Processing their Personal Data as part of the Transferred Data.
- 20.3 The following Sections of this Section 20, relate to a Relevant Data Subject's Personal Data which forms part of the Transferred Data the Importer is Processing.
- 20.4 If the Relevant Data Subject requests, the Importer must provide them with a copy of their Transferred Data:
- 20.4.1 Without Undue Delay (and in any event within one month);
  - 20.4.2 at no greater cost to the Relevant Data Subject than it would be able to charge if it were subject to the UK Data Protection Laws;
  - 20.4.3 in clear and plain English that is easy to understand; and
  - 20.4.4 in an easily accessible form
- together with

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- 20.4.5 (if needed) a clear and plain English explanation of the Transferred Data so that it is understandable to the Relevant Data Subject; and
- 20.4.6 information that the Relevant Data Subject has the right to bring a claim for compensation under this IDTA.
- 20.5 If a Relevant Data Subject requests, the Importer must:
  - 20.5.1 rectify inaccurate or incomplete Transferred Data;
  - 20.5.2 erase Transferred Data if it is being Processed in breach of this IDTA;
  - 20.5.3 cease using it for direct marketing purposes; and
  - 20.5.4 comply with any other reasonable request of the Relevant Data Subject, which the Importer would be required to comply with if it were subject to the UK Data Protection Laws.
- 20.6 The Importer must not use the Transferred Data to make decisions about the Relevant Data Subject based solely on automated processing, including profiling (the “Decision-Making”), which produce legal effects concerning the Relevant Data Subject or similarly significantly affects them, except if it is permitted by Local Law and:
  - 20.6.1 the Relevant Data Subject has given their explicit consent to such Decision-Making; or
  - 20.6.2 Local Law has safeguards which provide sufficiently similar protection for the Relevant Data Subjects in relation to such Decision-Making, as to the relevant protection the Relevant Data Subject would have if such Decision-Making was in the UK; or
  - 20.6.3 the Extra Protection Clauses provide safeguards for the Decision-Making which provide sufficiently similar protection for the Relevant Data Subjects in relation to such Decision-Making, as to the relevant protection the Relevant Data Subject would have if such Decision-Making was in the UK.
- 21. **How Relevant Data Subjects can exercise their data subject rights– if the Importer is the Exporter’s Processor or Sub-Processor**
  - 21.1 Where the Importer is the Exporter’s Processor or Sub-Processor: If the Importer receives a request directly from an individual which relates to the Transferred Data it must pass that request on to the Exporter Without Undue Delay. The Importer must only respond to that individual as authorised by the Exporter or any Third Party Controller.

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**22. Rights of Relevant Data Subjects are subject to the exemptions in the UK Data Protection Laws**

- 22.1 The Importer is not required to respond to requests or provide information or notifications under Sections 18, 19, 20, 21 and 23 if:
- 22.1.1 it is unable to reasonably verify the identity of an individual making the request; or
  - 22.1.2 the requests are manifestly unfounded or excessive, including where requests are repetitive. In that case the Importer may refuse the request or may charge the Relevant Data Subject a reasonable fee; or
  - 22.1.3 a relevant exemption would be available under UK Data Protection Laws, were the Importer subject to the UK Data Protection Laws.

If the Importer refuses an individual's request or charges a fee under Section 22.1.2 it will set out in writing the reasons for its refusal or charge, and inform the Relevant Data Subject that they are entitled to bring a claim for compensation under this IDTA in the case of any breach of this IDTA.

**How to give third parties access to Transferred Data under Local Laws**

**23. Access requests and direct access**

- 23.1 In this Section 23 an "Access Request" is a legally binding request (except for requests only binding by contract law) to access any Transferred Data and "Direct Access" means direct access to any Transferred Data by public authorities of which the Importer is aware.
- 23.2 The Importer may disclose any requested Transferred Data in so far as it receives an Access Request, unless in the circumstances it is reasonable for it to challenge that Access Request on the basis there are significant grounds to believe that it is unlawful.
- 23.3 In so far as Local Laws allow and it is reasonable to do so, the Importer will Without Undue Delay provide the following with relevant information about any Access Request or Direct Access: the Exporter; any Third Party Controller; and where the Importer is a Controller, any Relevant Data Subjects.
- 23.4 In so far as Local Laws allow, the Importer must:
- 23.4.1 make and keep a written record of Access Requests and Direct Access, including (if known): the dates, the identity of the requestor/accessor, the purpose of the Access Request or Direct Access, the type of data requested or accessed, whether it was challenged or appealed, and the outcome; and the Transferred Data which was provided or accessed; and



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23.4.2 provide a copy of this written record to the Exporter on each Review Date and any time the Exporter or the ICO reasonably requests.

**24. Giving notice**

- 24.1 If a Party is required to notify any other Party in this IDTA it will be marked for the attention of the relevant Key Contact and sent by e-mail to the e-mail address given for the Key Contact.
- 24.2 If the notice is sent in accordance with Section 24.1, it will be deemed to have been delivered at the time the e-mail was sent, or if that time is outside of the receiving Party's normal business hours, the receiving Party's next normal business day, and provided no notice of non-delivery or bounceback is received.
- 24.3 The Parties agree that any Party can update their Key Contact details by giving 14 days' (or more) notice in writing to the other Party.

**25. General clauses**

- 25.1 In relation to the transfer of the Transferred Data to the Importer and the Importer's Processing of the Transferred Data, this IDTA and any Linked Agreement:
- 25.1.1 contain all the terms and conditions agreed by the Parties; and
  - 25.1.2 override all previous contacts and arrangements, whether oral or in writing.
- 25.2 If one Party made any oral or written statements to the other before entering into this IDTA (which are not written in this IDTA) the other Party confirms that it has not relied on those statements and that it will not have a legal remedy if those statements are untrue or incorrect, unless the statement was made fraudulently.
- 25.3 Neither Party may novate, assign or obtain a legal charge over this IDTA (in whole or in part) without the written consent of the other Party, which may be set out in the Linked Agreement.
- 25.4 Except as set out in Section 17.1, neither Party may sub contract its obligations under this IDTA without the written consent of the other Party, which may be set out in the Linked Agreement.
- 25.5 This IDTA does not make the Parties a partnership, nor appoint one Party to act as the agent of the other Party.
- 25.6 If any Section (or part of a Section) of this IDTA is or becomes illegal, invalid or unenforceable, that will not affect the legality, validity and enforceability of any other Section (or the rest of that Section) of this IDTA.



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- 25.7 If a Party does not enforce, or delays enforcing, its rights or remedies under or in relation to this IDTA, this will not be a waiver of those rights or remedies. In addition, it will not restrict that Party's ability to enforce those or any other right or remedy in future.
- 25.8 If a Party chooses to waive enforcing a right or remedy under or in relation to this IDTA, then this waiver will only be effective if it is made in writing. Where a Party provides such a written waiver:
- 25.8.1 it only applies in so far as it explicitly waives specific rights or remedies;
  - 25.8.2 it shall not prevent that Party from exercising those rights or remedies in the future (unless it has explicitly waived its ability to do so); and
  - 25.8.3 it will not prevent that Party from enforcing any other right or remedy in future.

**What happens if there is a breach of this IDTA?**

**26. Breaches of this IDTA**

- 26.1 Each Party must notify the other Party in writing (and with all relevant details) if it:
- 26.1.1 has breached this IDTA; or
  - 26.1.2 it should reasonably anticipate that it may breach this IDTA, and provide any information about this which the other Party reasonably requests.
- 26.2 In this IDTA "Significant Harmful Impact" means that there is more than a minimal risk of a breach of the IDTA causing (directly or indirectly) significant damage to any Relevant Data Subject or the other Party.

**27. Breaches of this IDTA by the Importer**

- 27.1 If the Importer has breached this IDTA, and this has a Significant Harmful Impact, the Importer must take steps Without Undue Delay to end the Significant Harmful Impact, and if that is not possible to reduce the Significant Harmful Impact as much as possible.
- 27.2 Until there is no ongoing Significant Harmful Impact on Relevant Data Subjects:
- 27.2.1 the Exporter must suspend sending Transferred Data to the Importer;
  - 27.2.2 If the Importer is the Exporter's Processor or Sub-Processor: if the Exporter requests, the importer must securely delete all Transferred

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Data or securely return it to the Exporter (or a third party named by the Exporter); and

27.2.3 if the Importer has transferred on the Transferred Data to a third party receiver under Section 16, and the breach has a Significant Harmful Impact on Relevant Data Subject when it is Processed by or on behalf of that third party receiver, the Importer must:

27.2.3.1 notify the third party receiver of the breach and suspend sending it Transferred Data; and

27.2.3.2 if the third party receiver is the Importer's Processor or Sub-Processor: make the third party receiver securely delete all Transferred Data being Processed by it or on its behalf, or securely return it to the Importer (or a third party named by the Importer).

27.3 If the breach cannot be corrected Without Undue Delay, so there is no ongoing Significant Harmful Impact on Relevant Data Subjects, the Exporter must end this IDTA under Section 30.1.

**28. Breaches of this IDTA by the Exporter**

28.1 If the Exporter has breached this IDTA, and this has a Significant Harmful Impact, the Exporter must take steps Without Undue Delay to end the Significant Harmful Impact and if that is not possible to reduce the Significant Harmful Impact as much as possible.

28.2 Until there is no ongoing risk of a Significant Harmful Impact on Relevant Data Subjects, the Exporter must suspend sending Transferred Data to the Importer.

28.3 If the breach cannot be corrected Without Undue Delay, so there is no ongoing Significant Harmful Impact on Relevant Data Subjects, the Importer must end this IDTA under Section 30.1.

**Ending the IDTA**

**29. How to end this IDTA without there being a breach**

29.1 The IDTA will end:

29.1.1 at the end of the Term stated in Table 2: Transfer Details; or

29.1.2 if in Table 2: Transfer Details, the Parties can end this IDTA by providing written notice to the other: at the end of the notice period stated;

29.1.3 at any time that the Parties agree in writing that it will end; or

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29.1.4 at the time set out in Section 29.2.

29.2 If the ICO issues a revised Approved IDTA under Section 5.4, if any Party selected in Table 2 “Ending the IDTA when the Approved IDTA changes”, will as a direct result of the changes in the Approved IDTA have a substantial, disproportionate and demonstrable increase in:

29.2.1 its direct costs of performing its obligations under the IDTA; and/or

29.2.2 its risk under the IDTA,

and in either case it has first taken reasonable steps to reduce that cost or risk so that it is not substantial and disproportionate, that Party may end the IDTA at the end of a reasonable notice period, by providing written notice for that period to the other Party before the start date of the revised Approved IDTA.

**30. How to end this IDTA if there is a breach**

30.1 A Party may end this IDTA immediately by giving the other Party written notice if:

30.1.1 the other Party has breached this IDTA and this has a Significant Harmful Impact. This includes repeated minor breaches which taken together have a Significant Harmful Impact, and

30.1.1.1 the breach can be corrected so there is no Significant Harmful Impact, and the other Party has failed to do so Without Undue Delay (which cannot be more than 14 days of being required to do so in writing); or

30.1.1.2 the breach and its Significant Harmful Impact cannot be corrected;

30.1.2 the Importer can no longer comply with Section 8.3, as there are Local Laws which mean it cannot comply with this IDTA and this has a Significant Harmful Impact.

**31. What must the Parties do when the IDTA ends?**

31.1 If the parties wish to bring this IDTA to an end or this IDTA ends in accordance with any provision in this IDTA, but the Importer must comply with a Local Law which requires it to continue to keep any Transferred Data then this IDTA will remain in force in respect of any retained Transferred Data for as long as the retained Transferred Data is retained, and the Importer must:

31.1.1 notify the Exporter Without Undue Delay, including details of the relevant Local Law and the required retention period;

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- 31.1.2 retain only the minimum amount of Transferred Data it needs to comply with that Local Law, and the Parties must ensure they maintain the Appropriate Safeguards, and change the Tables and Extra Protection Clauses, together with any TRA to reflect this; and
- 31.1.3 stop Processing the Transferred Data as soon as permitted by that Local Law and the IDTA will then end and the rest of this Section 29 will apply.
- 31.2 When this IDTA ends (no matter what the reason is):
- 31.2.1 the Exporter must stop sending Transferred Data to the Importer; and
- 31.2.2 if the Importer is the Exporter's Processor or Sub-Processor: the Importer must delete all Transferred Data or securely return it to the Exporter (or a third party named by the Exporter), as instructed by the Exporter;
- 31.2.3 if the Importer is a Controller and/or not the Exporter's Processor or Sub-Processor: the Importer must securely delete all Transferred Data.
- 31.2.4 the following provisions will continue in force after this IDTA ends (no matter what the reason is):
- **Section 1** (This IDTA and Linked Agreements);
  - **Section 2** (Legal Meaning of Words);
  - **Section 6** (Understanding this IDTA);
  - **Section 7** (Which laws apply to this IDTA);
  - **Section 10** (The ICO);
  - Sections 11.1 and 11.4 (Exporter's obligations);
  - Sections 12.1.2, 12.1.3, 12.1.4, 12.1.5 and 12.1.6 (General Importer obligations);
  - Section 13.1 (Importer's obligations if it is subject to UK Data Protection Laws);
  - **Section 17** (Importer's responsibility if it authorised others to perform its obligations);
  - **Section 24** (Giving notice);
  - **Section 25** (General clauses);

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- **Section 31** (What must the Parties do when the IDTA ends);
- **Section 32** (Your liability);
- **Section 33** (How Relevant Data Subjects and the ICO may bring legal claims);
- **Section 34** (Courts legal claims can be brought in);
- **Section 35** (Arbitration); and
- **Section 36** (Legal Glossary).

**How to bring a legal claim under this IDTA**

**32. Your liability**

- 32.1 The Parties remain fully liable to Relevant Data Subjects for fulfilling their obligations under this IDTA and (if they apply) under UK Data Protection Laws.
- 32.2 Each Party (in this Section, “Party One”) agrees to be fully liable to Relevant Data Subjects for the entire damage suffered by the Relevant Data Subject, caused directly or indirectly by:
- 32.2.1 Party One’s breach of this IDTA; and/or
- 32.2.2 where Party One is a Processor, Party One’s breach of any provisions regarding its Processing of the Transferred Data in the Linked Agreement;
- 32.2.3 where Party One is a Controller, a breach of this IDTA by the other Party if it involves Party One’s Processing of the Transferred Data (no matter how minimal),
- in each case unless Party One can prove it is not in any way responsible for the event giving rise to the damage.
- 32.3 If one Party has paid compensation to a Relevant Data Subject under Section 32.2, it is entitled to claim back from the other Party that part of the compensation corresponding to the other Party’s responsibility for the damage, so that the compensation is fairly divided between the Parties.
- 32.4 The Parties do not exclude or restrict their liability under this IDTA or UK Data Protection Laws, on the basis that they have authorised anyone who is not a Party (including a Processor) to perform any of their obligations, and they will remain responsible for performing those obligations.

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**33. How Relevant Data Subjects and the ICO may bring legal claims**

33.1 The Relevant Data Subjects are entitled to bring claims against the Exporter and/or Importer for breach of the following (including where their Processing of the Transferred Data is involved in a breach of the following by either Party):

- **Section 1** (This IDTA and Linked Agreements);
- **Section 3** (You have provided all the information required by Part one: Tables and Part two: Extra Protection Clauses);
- **Section 8** (The Appropriate Safeguards);
- **Section 9** (Reviews to ensure the Appropriate Safeguards continue);
- **Section 11** (Exporter's obligations);
- **Section 12** (General Importer Obligations);
- **Section 13** (Importer's obligations if it is subject to UK Data Protection Laws);
- **Section 14** (Importer's obligations to comply with key data protection laws);
- **Section 15** (What happens if there is an Importer Personal Data Breach);
- **Section 16** (Transferring on the Transferred Data);
- **Section 17** (Importer's responsibility if it authorises others to perform its obligations);
- **Section 18** (The right to a copy of the IDTA);
- **Section 19** (The Importer's contact details for the Relevant Data Subjects);
- **Section 20** (How Relevant Data Subjects can exercise their data subject rights);
- **Section 21** (How Relevant Data Subjects can exercise their data subject rights– if the Importer is the Exporter's Processor or Sub-Processor);
- **Section 23** (Access Requests and Direct Access);
- **Section 26** (Breaches of this IDTA);
- **Section 27** (Breaches of this IDTA by the Importer);
- **Section 28** (Breaches of this IDTA by the Exporter);

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- **Section 30** (How to end this IDTA if there is a breach);
- **Section 31** (What must the Parties do when the IDTA ends); and
- any other provision of the IDTA which expressly or by implication benefits the Relevant Data Subjects.

33.2 The ICO is entitled to bring claims against the Exporter and/or Importer for breach of the following Sections: Section 10 (The ICO), Sections 11.1 and 11.2 (Exporter's obligations), Section 12.1.6 (General Importer obligations) and Section 13 (Importer's obligations if it is subject to UK Data Protection Laws).

33.3 No one else (who is not a Party) can enforce any part of this IDTA (including under the Contracts (Rights of Third Parties) Act 1999).

33.4 The Parties do not need the consent of any Relevant Data Subject or the ICO to make changes to this IDTA, but any changes must be made in accordance with its terms.

33.5 In bringing a claim under this IDTA, a Relevant Data Subject may be represented by a not-for-profit body, organisation or association under the same conditions set out in Article 80(1) UK GDPR and sections 187 to 190 of the Data Protection Act 2018.

**34. Courts legal claims can be brought in**

34.1 The courts of the UK country set out in Table 2: Transfer Details have non-exclusive jurisdiction over any claim in connection with this IDTA (including non-contractual claims).

34.2 The Exporter may bring a claim against the Importer in connection with this IDTA (including non-contractual claims) in any court in any country with jurisdiction to hear the claim.

34.3 The Importer may only bring a claim against the Exporter in connection with this IDTA (including non-contractual claims) in the courts of the UK country set out in the Table 2: Transfer Details

34.4 Relevant Data Subjects and the ICO may bring a claim against the Exporter and/or the Importer in connection with this IDTA (including non-contractual claims) in any court in any country with jurisdiction to hear the claim.

34.5 Each Party agrees to provide to the other Party reasonable updates about any claims or complaints brought against it by a Relevant Data Subject or the ICO in connection with the Transferred Data (including claims in arbitration).



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**35. Arbitration**

- 35.1 Instead of bringing a claim in a court under Section 34, any Party, or a Relevant Data Subject may elect to refer any dispute arising out of or in connection with this IDTA (including non-contractual claims) to final resolution by arbitration under the Rules of the London Court of International Arbitration, and those Rules are deemed to be incorporated by reference into this Section 35.
- 35.2 The Parties agree to submit to any arbitration started by another Party or by a Relevant Data Subject in accordance with this Section 35.
- 35.3 There must be only one arbitrator. The arbitrator (1) must be a lawyer qualified to practice law in one or more of England and Wales, or Scotland, or Northern Ireland and (2) must have experience of acting or advising on disputes relating to UK Data Protection Laws.
- 35.4 London shall be the seat or legal place of arbitration. It does not matter if the Parties selected a different UK country as the 'primary place for legal claims to be made' in Table 2: Transfer Details.
- 35.5 The English language must be used in the arbitral proceedings.
- 35.6 English law governs this Section 35. This applies regardless of whether or not the parties selected a different UK country's law as the 'UK country's law that governs the IDTA' in Table 2: Transfer Details.

**36. Legal Glossary**

Word or Phrase	Legal definition (this is how this word or phrase must be interpreted in the IDTA)
Access Request	As defined in Section 23, as a legally binding request (except for requests only binding by contract law) to access any Transferred Data.
Adequate Country	A third country, or: <ul style="list-style-type: none"><li>• a territory;</li><li>• one or more sectors or organisations within a third country;</li><li>• an international organisation;</li></ul>



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Word or Phrase	Legal definition (this is how this word or phrase must be interpreted in the IDTA)
	which the Secretary of State has specified by regulations provides an adequate level of protection of Personal Data in accordance with Section 17A of the Data Protection Act 2018.
Appropriate Safeguards	The standard of protection over the Transferred Data and of the Relevant Data Subject's rights, which is required by UK Data Protection Laws when you are making a Restricted Transfer relying on standard data protection clauses under Article 46(2)(d) UK GDPR.
Approved IDTA	The template IDTA A1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 5.4.
Commercial Clauses	The commercial clauses set out in Part three.
Controller	As defined in the UK GDPR.
Damage	All material and non-material loss and damage.
Data Subject	As defined in the UK GDPR.
Decision-Making	As defined in Section 20.6, as decisions about the Relevant Data Subjects based solely on automated processing, including profiling, using the Transferred Data.
Direct Access	As defined in Section 23 as direct access to any Transferred Data by public authorities of which the Importer is aware.

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Word or Phrase	Legal definition (this is how this word or phrase must be interpreted in the IDTA)
Exporter	The exporter identified in Table 1: Parties & Signature.
Extra Protection Clauses	The clauses set out in Part two: Extra Protection Clauses.
ICO	The Information Commissioner.
Importer	The importer identified in Table 1: Parties & Signature.
Importer Data Subject Contact	The Importer Data Subject Contact identified in Table 1: Parties & Signature, which may be updated in accordance with Section 19.
Importer Information	As defined in Section 8.3.1, as all relevant information regarding Local Laws and practices and the protections and risks which apply to the Transferred Data when it is Processed by the Importer, including for the Exporter to carry out any TRA.
Importer Personal Data Breach	A 'personal data breach' as defined in UK GDPR, in relation to the Transferred Data when Processed by the Importer.
Linked Agreement	The linked agreements set out in Table 2: Transfer Details (if any).
Local Laws	Laws which are not the laws of the UK and which bind the Importer.

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<b>Word or Phrase</b>	<b>Legal definition (this is how this word or phrase must be interpreted in the IDTA)</b>
<b>Mandatory Clauses</b>	Part four: Mandatory Clauses of this IDTA.
<b>Notice Period</b>	As set out in Table 2: Transfer Details.
<b>Party/Parties</b>	The parties to this IDTA as set out in Table 1: Parties & Signature.
<b>Personal Data</b>	As defined in the UK GDPR.
<b>Personal Data Breach</b>	As defined in the UK GDPR.
<b>Processing</b>	As defined in the UK GDPR.  When the IDTA refers to Processing by the Importer, this includes where a third party Sub-Processor of the Importer is Processing on the Importer's behalf.
<b>Processor</b>	As defined in the UK GDPR.
<b>Purpose</b>	The 'Purpose' set out in Table 2: Transfer Details, including any purposes which are not incompatible with the purposes stated or referred to.
<b>Relevant Data Subject</b>	A Data Subject of the Transferred Data.
<b>Restricted Transfer</b>	A transfer which is covered by Chapter V of the UK GDPR

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<b>Word or Phrase</b>	<b>Legal definition (this is how this word or phrase must be interpreted in the IDTA)</b>
Review Dates	The review dates or period for the Security Requirements set out in Table 2: Transfer Details, and any review dates set out in any revised Approved IDTA.
Significant Harmful Impact	As defined in Section 26.2 as where there is more than a minimal risk of the breach causing (directly or indirectly) significant harm to any Relevant Data Subject or the other Party.
Special Category Data	As described in the UK GDPR, together with criminal conviction or criminal offence data.
Start Date	As set out in Table 1: Parties and signature.
Sub-Processor	A Processor appointed by another Processor to Process Personal Data on its behalf.  This includes Sub-Processors of any level, for example a Sub-Sub-Processor.
Tables	The Tables set out in Part one of this IDTA.
Term	As set out in Table 2: Transfer Details.
Third Party Controller	The Controller of the Transferred Data where the Exporter is a Processor or Sub-Processor  If there is not a Third Party Controller this can be disregarded.

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<b>Word or Phrase</b>	<b>Legal definition (this is how this word or phrase must be interpreted in the IDTA)</b>
Transfer Risk Assessment or TRA	A risk assessment in so far as it is required by UK Data Protection Laws to demonstrate that the IDTA provides the Appropriate Safeguards
Transferred Data	Any Personal Data which the Parties transfer, or intend to transfer under this IDTA, as described in Table 2: Transfer Details
UK Data Protection Laws	All laws relating to data protection, the processing of personal data, privacy and/or electronic communications in force from time to time in the UK, including the UK GDPR and the Data Protection Act 2018.
UK GDPR	As defined in Section 3 of the Data Protection Act 2018.
Without Undue Delay	Without undue delay, as that phrase is interpreted in the UK GDPR.

**1 Alternative Part 4 Mandatory Clauses:**

<b>Mandatory Clauses</b>	Part 4: Mandatory Clauses of the Approved IDTA, being the template IDTA A.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 5.4 of those Mandatory Clauses.
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**PART B: INTERNATIONAL DATA TRANSFER AGREEMENT ADDENDUM TO  
THE EU COMMISSION STANDARD CONTRACTUAL CLAUSES**



**Standard Data Protection Clauses to be issued by the Commissioner under  
S119A(1) Data Protection Act 2018**

**International Data Transfer Addendum to the EU Commission Standard  
Contractual Clauses**

**VERSION B1.0, in force 21 March 2022**

This Addendum has been issued by the Information Commissioner for Parties making Restricted Transfers. The Information Commissioner considers that it provides Appropriate Safeguards for Restricted Transfers when it is entered into as a legally binding contract.

**Part 1: Tables**

**Table 1: Parties**

Start date		
The Parties	Exporter (who sends the Restricted Transfer)	Importer (who receives the Restricted Transfer)
Parties' details	Full legal name: <input type="text"/> Trading name (if different): <input type="text"/> Main address (if a company registered address): <input type="text"/> Official registration number (if any) (company number or similar identifier): <input type="text"/>	Full legal name: <input type="text"/> Trading name (if different): <input type="text"/> Main address (if a company registered address): <input type="text"/> Official registration number (if any) (company number or similar identifier): <input type="text"/>

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<b>Key Contact</b>	Full Name (optional): <input type="text"/> Job Title: <input type="text"/> Contact details including email: <input type="text"/>	Full Name (optional): <input type="text"/> Job Title: <input type="text"/> Contact details including email: <input type="text"/>
<b>Signature (if required for the purposes of Section 2)</b>		

**Table 2: Selected SCCs, Modules and Selected Clauses**

<b>Addendum EU SCCs</b>		<input type="checkbox"/> The version of the Approved EU SCCs which this Addendum is appended to, detailed below, including the Appendix Information: Date: <input type="text"/> Reference (if any): <input type="text"/> Other identifier (if any): <input type="text"/> Or <input type="checkbox"/> the Approved EU SCCs, including the Appendix Information and with only the following modules, clauses or optional provisions of the Approved EU SCCs brought into effect for the purposes of this Addendum:				
Module	Module in operation	Clause 7 (Docking Clause)	Clause 11 (Option)	Clause 9a (Prior Authorisation or General Authorisation)	Clause 9a (Time period)	Is personal data received from the Importer combined with personal data collected by the Exporter?
1						
2						
3						

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4					
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**Table 3: Appendix Information**

“**Appendix Information**” means the information which must be provided for the selected modules as set out in the Appendix of the Approved EU SCCs (other than the Parties), and which for this Addendum is set out in:

Annex 1A: List of Parties:

Annex 1B: Description of Transfer:

Annex II: Technical and organisational measures including technical and organisational measures to ensure the security of the data:

Annex III: List of Sub processors (Modules 2 and 3 only):

**Table 4: Ending this Addendum when the Approved Addendum Changes**

<b>Ending this Addendum when the Approved Addendum changes</b>	Which Parties may end this Addendum as set out in Section 19: <input type="checkbox"/> Importer <input type="checkbox"/> Exporter <input type="checkbox"/> neither Party
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**Part 2: Mandatory Clauses**

**Entering into this Addendum**

1. Each Party agrees to be bound by the terms and conditions set out in this Addendum, in exchange for the other Party also agreeing to be bound by this Addendum.
2. Although Annex 1A and Clause 7 of the Approved EU SCCs require signature by the Parties, for the purpose of making Restricted Transfers, the Parties may enter into this Addendum in any way that makes them legally binding on the Parties and allows data subjects to enforce their rights as set out in this Addendum. Entering into this Addendum will have the same effect as signing the Approved EU SCCs and any part of the Approved EU SCCs.



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**Interpretation of this Addendum**

3. Where this Addendum uses terms that are defined in the Approved EU SCCs those terms shall have the same meaning as in the Approved EU SCCs. In addition, the following terms have the following meanings:

Addendum	This International Data Transfer Addendum which is made up of this Addendum incorporating the Addendum EU SCCs.
Addendum EU SCCs	The version(s) of the Approved EU SCCs which this Addendum is appended to, as set out in Table 2, including the Appendix Information.
Appendix Information	As set out in Table 3.
Appropriate Safeguards	The standard of protection over the personal data and of data subjects' rights, which is required by UK Data Protection Laws when you are making a Restricted Transfer relying on standard data protection clauses under Article 46(2)(d) UK GDPR.
Approved Addendum	The template Addendum issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18.
Approved EU SCCs	The Standard Contractual Clauses set out in the Annex of Commission Implementing Decision (EU) 2021/914 of 4 June 2021.
ICO	The Information Commissioner.
Restricted Transfer	A transfer which is covered by Chapter V of the UK GDPR.
UK	The United Kingdom of Great Britain and Northern Ireland.

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UK Data Protection Laws	All laws relating to data protection, the processing of personal data, privacy and/or electronic communications in force from time to time in the UK, including the UK GDPR and the Data Protection Act 2018.
UK GDPR	As defined in section 3 of the Data Protection Act 2018.

4. This Addendum must always be interpreted in a manner that is consistent with UK Data Protection Laws and so that it fulfils the Parties' obligation to provide the Appropriate Safeguards.
5. If the provisions included in the Addendum EU SCCs amend the Approved SCCs in any way which is not permitted under the Approved EU SCCs or the Approved Addendum, such amendment(s) will not be incorporated in this Addendum and the equivalent provision of the Approved EU SCCs will take their place.
6. If there is any inconsistency or conflict between UK Data Protection Laws and this Addendum, UK Data Protection Laws applies.
7. If the meaning of this Addendum is unclear or there is more than one meaning, the meaning which most closely aligns with UK Data Protection Laws applies.
8. Any references to legislation (or specific provisions of legislation) means that legislation (or specific provision) as it may change over time. This includes where that legislation (or specific provision) has been consolidated, re-enacted and/or replaced after this Addendum has been entered into.

#### **Hierarchy**

9. Although Clause 5 of the Approved EU SCCs sets out that the Approved EU SCCs prevail over all related agreements between the parties, the parties agree that, for Restricted Transfers, the hierarchy in Section 10 will prevail.
10. Where there is any inconsistency or conflict between the Approved Addendum and the Addendum EU SCCs (as applicable), the Approved Addendum overrides the Addendum EU SCCs, except where (and in so far as) the inconsistent or conflicting terms of the Addendum EU SCCs provides greater protection for data subjects, in which case those terms will override the Approved Addendum.
11. Where this Addendum incorporates Addendum EU SCCs which have been entered into to protect transfers subject to the General Data Protection Regulation (EU) 2016/679 then the Parties acknowledge that nothing in this Addendum impacts those Addendum EU SCCs.

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**Incorporation of and changes to the EU SCCs**

12. This Addendum incorporates the Addendum EU SCCs which are amended to the extent necessary so that:
- a. together they operate for data transfers made by the data exporter to the data importer, to the extent that UK Data Protection Laws apply to the data exporter's processing when making that data transfer, and they provide Appropriate Safeguards for those data transfers;
  - b. Sections 9 to 11 override Clause 5 (Hierarchy) of the Addendum EU SCCs; and
  - c. this Addendum (including the Addendum EU SCCs incorporated into it) is (1) governed by the laws of England and Wales and (2) any dispute arising from it is resolved by the courts of England and Wales, in each case unless the laws and/or courts of Scotland or Northern Ireland have been expressly selected by the Parties.
13. Unless the Parties have agreed alternative amendments which meet the requirements of Section 12, the provisions of Section 15 will apply.
14. No amendments to the Approved EU SCCs other than to meet the requirements of Section 12 may be made.
15. The following amendments to the Addendum EU SCCs (for the purpose of Section 12) are made:
- a. References to the "Clauses" means this Addendum, incorporating the Addendum EU SCCs;
  - b. In Clause 2, delete the words:

"and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679";
  - c. Clause 6 (Description of the transfer(s)) is replaced with:

"The details of the transfers(s) and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred) are those specified in Annex I.B where UK Data Protection Laws apply to the data exporter's processing when making that transfer.";
  - d. Clause 8.7(i) of Module 1 is replaced with:

"it is to a country benefitting from adequacy regulations pursuant to Section 17A of the UK GDPR that covers the onward transfer";
  - e. Clause 8.8(i) of Modules 2 and 3 is replaced with:

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- “the onward transfer is to a country benefitting from adequacy regulations pursuant to Section 17A of the UK GDPR that covers the onward transfer;”
- f. References to “Regulation (EU) 2016/679”, “Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation)” and “that Regulation” are all replaced by “UK Data Protection Laws”. References to specific Article(s) of “Regulation (EU) 2016/679” are replaced with the equivalent Article or Section of UK Data Protection Laws;
  - g. References to Regulation (EU) 2018/1725 are removed;
  - h. References to the “European Union”, “Union”, “EU”, “EU Member State”, “Member State” and “EU or Member State” are all replaced with the “UK”;
  - i. The reference to “Clause 12(c)(i)” at Clause 10(b)(i) of Module one, is replaced with “Clause 11(c)(i)”;
  - j. Clause 13(a) and Part C of Annex I are not used;
  - k. The “competent supervisory authority” and “supervisory authority” are both replaced with the “Information Commissioner”;
  - l. In Clause 16(e), subsection (i) is replaced with:

“the Secretary of State makes regulations pursuant to Section 17A of the Data Protection Act 2018 that cover the transfer of personal data to which these clauses apply;”
  - m. Clause 17 is replaced with:

“These Clauses are governed by the laws of England and Wales.”;
  - n. Clause 18 is replaced with:

“Any dispute arising from these Clauses shall be resolved by the courts of England and Wales. A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of any country in the UK. The Parties agree to submit themselves to the jurisdiction of such courts.”; and
  - o. The footnotes to the Approved EU SCCs do not form part of the Addendum, except for footnotes 8, 9, 10 and 11.

**Amendments to this Addendum**

- 16. The Parties may agree to change Clauses 17 and/or 18 of the Addendum EU SCCs to refer to the laws and/or courts of Scotland or Northern Ireland.
- 17. If the Parties wish to change the format of the information included in Part 1: Tables of the Approved Addendum, they may do so by agreeing to the

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change in writing, provided that the change does not reduce the Appropriate Safeguards.

18. From time to time, the ICO may issue a revised Approved Addendum which:

- a. makes reasonable and proportionate changes to the Approved Addendum, including correcting errors in the Approved Addendum; and/or
- b. reflects changes to UK Data Protection Laws;

The revised Approved Addendum will specify the start date from which the changes to the Approved Addendum are effective and whether the Parties need to review this Addendum including the Appendix Information. This Addendum is automatically amended as set out in the revised Approved Addendum from the start date specified.

19. If the ICO issues a revised Approved Addendum under Section 18, if any Party selected in Table 4 “Ending the Addendum when the Approved Addendum changes”, will as a direct result of the changes in the Approved Addendum have a substantial, disproportionate and demonstrable increase in:

- a its direct costs of performing its obligations under the Addendum; and/or
- b its risk under the Addendum,

and in either case it has first taken reasonable steps to reduce those costs or risks so that it is not substantial and disproportionate, then that Party may end this Addendum at the end of a reasonable notice period, by providing written notice for that period to the other Party before the start date of the revised Approved Addendum.

20. The Parties do not need the consent of any third party to make changes to this Addendum, but any changes must be made in accordance with its terms.

**Alternative Part 2 Mandatory Clauses:**

**Mandatory  
Clauses**

Part 2: Mandatory Clauses of the Approved Addendum, being the template Addendum B.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18 of those Mandatory Clauses.

## **ANNEX 3: STANDARD CONTRACTUAL CLAUSES FOR EU GDPR COMPLIANT TRANSFERS**

### **Part A: Processor to Controller Standard Contractual Clauses**

#### **Standard Contractual Clauses for Personal Data Transfers from an EU Processor to a Controller Established in a Third Country (Processor-to-Controller Transfers)**

#### **SECTION I**

#### **CLAUSE 1**

##### **Purpose and scope**

- (a) The purpose of these standard contractual clauses is to ensure compliance with the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation)[[FN1](#)] for the transfer of personal data to a third country.
- (b) The Parties:
  - (i) the natural or legal person(s), public authority/ies, agency/ies or other body/ies (hereinafter 'entity/ies') transferring the personal data, as listed in Annex I.A (hereinafter each 'data exporter'), and
  - (ii) the entity/ies in a third country receiving the personal data from the data exporter, directly or indirectly via another entity also Party to these Clauses, as listed in Annex I.A (hereinafter each 'data importer')have agreed to these standard contractual clauses (hereinafter: 'Clauses').
- (c) These Clauses apply with respect to the transfer of personal data as specified in Annex I.B.
- (d) The Appendix to these Clauses containing the Annexes referred to therein forms an integral part of these Clauses.

#### **CLAUSE 2**

##### **Effect and invariability of the Clauses**

(a) These Clauses set out appropriate safeguards, including enforceable data subject rights and effective legal remedies, pursuant to Article 46(1) and Article 46(2)(c) of Regulation (EU) 2016/679 and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679, provided they are not modified, except to select the appropriate Module(s) or to add or update information in the Appendix. This does not prevent the Parties from including the standard contractual clauses laid down in these Clauses in a wider contract and/or to add other clauses or additional safeguards, provided that they do not contradict, directly or indirectly, these Clauses or prejudice the fundamental rights or freedoms of data subjects.

(b) These Clauses are without prejudice to obligations to which the data exporter is subject by virtue of Regulation (EU) 2016/679.

### **CLAUSE 3**

#### **Third-party beneficiaries**

(a) Data subjects may invoke and enforce these Clauses, as third-party beneficiaries, against the data exporter and/or data importer, with the following exceptions:

- (i) Clause 1, Clause 2, Clause 3, Clause 6, Clause 7;
- (ii) Clause 8 – Module One: Clause 8.5 (e) and Clause 8.9(b); Module Two: Clause 8.1(b), 8.9(a), (c), (d) and (e); Module Three: Clause 8.1(a), (c) and (d) and Clause 8.9(a), (c), (d), (e), (f) and (g); Module Four: Clause 8.1 (b) and Clause 8.3(b);
- (iii) Clause 9 – Module Two: Clause 9(a), (c), (d) and (e); Module Three: Clause 9(a), (c), (d) and (e);
- (iv) Clause 12 – Module One: Clause 12(a) and (d); Modules Two and Three: Clause 12(a), (d) and (f);
- (v) Clause 13;
- (vi) Clause 15.1(c), (d) and (e);
- (vii) Clause 16(e);
- (viii) Clause 18 – Modules One, Two and Three: Clause 18(a) and (b); Module Four: Clause 18.

(b) Paragraph (a) is without prejudice to rights of data subjects under Regulation (EU) 2016/679.

## **CLAUSE 4**

### **Interpretation**

- (a) Where these Clauses use terms that are defined in Regulation (EU) 2016/679, those terms shall have the same meaning as in that Regulation.
- (b) These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679.
- (c) These Clauses shall not be interpreted in a way that conflicts with rights and obligations provided for in Regulation (EU) 2016/679.

## **CLAUSE 5**

### **Hierarchy**

In the event of a contradiction between these Clauses and the provisions of related agreements between the Parties, existing at the time these Clauses are agreed or entered into thereafter, these Clauses shall prevail.

## **CLAUSE 6**

### **Description of the transfer(s)**

The details of the transfer(s), and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred, are specified in Annex I.B.

## **[CLAUSE 7 - Optional]**

### **Docking clause**

- (a) An entity that is not a Party to these Clauses may, with the agreement of the Parties, accede to these Clauses at any time, either as a data exporter or as a data importer, by completing the Appendix and signing Annex I.A.
- (b) Once it has completed the Appendix and signed Annex I.A, the acceding entity shall become a Party to these Clauses and have the rights and obligations of a data exporter or data importer in accordance with its designation in Annex I.A.
- (c) The acceding entity shall have no rights or obligations arising under these Clauses from the period prior to becoming a Party.]



## SECTION II – OBLIGATIONS OF THE PARTIES

### CLAUSE 8

#### Data protection safeguards

The data exporter warrants that it has used reasonable efforts to determine that the data importer is able, through the implementation of appropriate technical and organisational measures, to satisfy its obligations under these Clauses.

#### 8.1 Instructions

(a) The data exporter shall process the personal data only on documented instructions from the data importer acting as its controller.

(b) The data exporter shall immediately inform the data importer if it is unable to follow those instructions, including if such instructions infringe Regulation (EU) 2016/679 or other Union or Member State data protection law.

(c) The data importer shall refrain from any action that would prevent the data exporter from fulfilling its obligations under Regulation (EU) 2016/679, including in the context of sub-processing or as regards cooperation with competent supervisory authorities.

(d) After the end of the provision of the processing services, the data exporter shall, at the choice of the data importer, delete all personal data processed on behalf of the data importer and certify to the data importer that it has done so, or return to the data importer all personal data processed on its behalf and delete existing copies.

#### 8.2 Security of processing

(a) The Parties shall implement appropriate technical and organisational measures to ensure the security of the data, including during transmission, and protection against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access (hereinafter 'personal data breach'). In assessing the appropriate level of security, they shall take due account of the state of the art, the costs of implementation, the nature of the personal data[FN7], the nature, scope, context and purpose(s) of processing and the risks involved in the processing for the data subjects, and in particular consider having recourse to encryption or pseudonymisation, including during transmission, where the purpose of processing can be fulfilled in that manner.

(b) The data exporter shall assist the data importer in ensuring appropriate security of the data in accordance with paragraph (a). In case of a personal data breach concerning the personal data processed by the data exporter under these Clauses, the data exporter shall notify the data importer

without undue delay after becoming aware of it and assist the data importer in addressing the breach.

(c) The data exporter shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

### **8.3 Documentation and compliance**

(a) The Parties shall be able to demonstrate compliance with these Clauses.

(b) The data exporter shall make available to the data importer all information necessary to demonstrate compliance with its obligations under these Clauses and allow for and contribute to audits.

## **CLAUSE 9**

### **Use of sub-processors**

N/A

## **CLAUSE 10**

### **Data subject rights**

The Parties shall assist each other in responding to enquiries and requests made by data subjects under the local law applicable to the data importer or, for data processing by the data exporter in the EU, under Regulation (EU) 2016/679.

## **CLAUSE 11**

### **Redress**

(a) The data importer shall inform data subjects in a transparent and easily accessible format, through individual notice or on its website, of a contact point authorised to handle complaints. It shall deal promptly with any complaints it receives from a data subject.

[OPTION: The data importer agrees that data subjects may also lodge a complaint with an independent dispute resolution body[[FN11](#)] at no cost to the data subject. It shall inform the data subjects, in the manner set out in paragraph (a), of such redress mechanism and that they are not required to use it, or follow a particular sequence in seeking redress.]

## **CLAUSE 12**

### **Liability**

(a) Each Party shall be liable to the other Party/ies for any damages it causes the other Party/ies by any breach of these Clauses.

(b) Each Party shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages that the Party causes the data subject by breaching the third-party beneficiary rights under these Clauses. This is without prejudice to the liability of the data exporter under Regulation (EU) 2016/679.

(c) Where more than one Party is responsible for any damage caused to the data subject as a result of a breach of these Clauses, all responsible Parties shall be jointly and severally liable and the data subject is entitled to bring an action in court against any of these Parties.

(d) The Parties agree that if one Party is held liable under paragraph (c), it shall be entitled to claim back from the other Party/ies that part of the compensation corresponding to its/their responsibility for the damage.

(e) The data importer may not invoke the conduct of a processor or sub-processor to avoid its own liability.

#### **CLAUSE 13**

##### **Supervision**

N/A

### **SECTION III – LOCAL LAWS AND OBLIGATIONS IN CASE OF ACCESS BY PUBLIC AUTHORITIES**

#### **CLAUSE 14**

##### **Local laws and practices affecting compliance with the Clauses**

*(where the EU processor combines the personal data received from the third country-controller with personal data collected by the processor in the EU)*

(a) The Parties warrant that they have no reason to believe that the laws and practices in the third country of destination applicable to the processing of the personal data by the data importer, including any requirements to disclose personal data or measures authorising access by public authorities, prevent the data importer from fulfilling its obligations under these Clauses. This is based on the understanding that laws and practices that respect the essence of the fundamental rights and freedoms and do not exceed what is necessary and proportionate in a democratic society to safeguard one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679, are not in contradiction with these Clauses.

(b) The Parties declare that in providing the warranty in paragraph (a), they have taken due account in particular of the following elements:

- (i) the specific circumstances of the transfer, including the length of the processing chain, the number of actors involved and the transmission channels used; intended onward transfers; the type of recipient; the purpose of processing; the categories and format of the transferred personal data; the economic sector in which the transfer occurs; the storage location of the data transferred;
- (ii) the laws and practices of the third country of destination – including those requiring the disclosure of data to public authorities or authorising access by such authorities – relevant in light of the specific circumstances of the transfer, and the applicable limitations and safeguards[FN12];
- (iii) any relevant contractual, technical or organisational safeguards put in place to supplement the safeguards under these Clauses, including measures applied during transmission and to the processing of the personal data in the country of destination.

(c) The data importer warrants that, in carrying out the assessment under paragraph (b), it has made its best efforts to provide the data exporter with relevant information and agrees that it will continue to cooperate with the data exporter in ensuring compliance with these Clauses.

(d) The Parties agree to document the assessment under paragraph (b) and make it available to the competent supervisory authority on request.

(e) The data importer agrees to notify the data exporter promptly if, after having agreed to these Clauses and for the duration of the contract, it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under paragraph (a), including following a change in the laws of the third country or a measure (such as a disclosure request) indicating an application of such laws in practice that is not in line with the requirements in paragraph (a).

(f) Following a notification pursuant to paragraph (e), or if the data exporter otherwise has reason to believe that the data importer can no longer fulfil its obligations under these Clauses, the data exporter shall promptly identify appropriate measures (e.g. technical or organisational measures to ensure security and confidentiality) to be adopted by the data exporter and/or data importer to address the situation. The data exporter shall suspend the data transfer if it considers that no appropriate safeguards for such transfer can be ensured, or if instructed by the competent supervisory authority to do

so. In this case, the data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses. If the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise. Where the contract is terminated pursuant to this Clause, Clause 16(d) and (e) shall apply.

## **CLAUSE 15**

**Obligations of the data importer in case of access by public authorities** *(where the EU processor combines the personal data received from the third country-controller with personal data collected by the processor in the EU)*

### **15.1 Notification**

(a) The data importer agrees to notify the data exporter and, where possible, the data subject promptly (if necessary with the help of the data exporter) if it:

- (i) receives a legally binding request from a public authority, including judicial authorities, under the laws of the country of destination for the disclosure of personal data transferred pursuant to these Clauses; such notification shall include information about the personal data requested, the requesting authority, the legal basis for the request and the response provided; or
- (ii) becomes aware of any direct access by public authorities to personal data transferred pursuant to these Clauses in accordance with the laws of the country of destination; such notification shall include all information available to the importer.

(b) If the data importer is prohibited from notifying the data exporter and/or the data subject under the laws of the country of destination, the data importer agrees to use its best efforts to obtain a waiver of the prohibition, with a view to communicating as much information as possible, as soon as possible. The data importer agrees to document its best efforts in order to be able to demonstrate them on request of the data exporter.

(c) Where permissible under the laws of the country of destination, the data importer agrees to provide the data exporter, at regular intervals for the duration of the contract, with as much relevant information as possible on the requests received (in particular, number of requests, type of data requested, requesting authority/ies, whether requests have been challenged and the outcome of such challenges, etc.).

(d) The data importer agrees to preserve the information pursuant to paragraphs (a) to (c) for the duration of the contract and make it available to the competent supervisory authority on request.

(e) Paragraphs (a) to (c) are without prejudice to the obligation of the data importer pursuant to Clause 14(e) and Clause 16 to inform the data exporter promptly where it is unable to comply with these Clauses.

## **15.2 Review of legality and data minimisation**

(a) The data importer agrees to review the legality of the request for disclosure, in particular whether it remains within the powers granted to the requesting public authority, and to challenge the request if, after careful assessment, it concludes that there are reasonable grounds to consider that the request is unlawful under the laws of the country of destination, applicable obligations under international law and principles of international comity. The data importer shall, under the same conditions, pursue possibilities of appeal. When challenging a request, the data importer shall seek interim measures with a view to suspending the effects of the request until the competent judicial authority has decided on its merits. It shall not disclose the personal data requested until required to do so under the applicable procedural rules. These requirements are without prejudice to the obligations of the data importer under Clause 14(e).

(b) The data importer agrees to document its legal assessment and any challenge to the request for disclosure and, to the extent permissible under the laws of the country of destination, make the documentation available to the data exporter. It shall also make it available to the competent supervisory authority on request.

(c) The data importer agrees to provide the minimum amount of information permissible when responding to a request for disclosure, based on a reasonable interpretation of the request.

## **SECTION IV – FINAL PROVISIONS**

### **CLAUSE 16**

#### **Non-compliance with the Clauses and termination**

(a) The data importer shall promptly inform the data exporter if it is unable to comply with these Clauses, for whatever reason.

(b) In the event that the data importer is in breach of these Clauses or unable to comply with these Clauses, the data exporter shall suspend the transfer of personal data to the data importer until compliance is again ensured or the contract is terminated. This is without prejudice to Clause 14(f).

(c) The data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses, where:

- (i) the data exporter has suspended the transfer of personal data to the data importer pursuant to paragraph (b) and compliance with these Clauses is not restored within a reasonable time and in any event within one month of suspension;
- (ii) the data importer is in substantial or persistent breach of these Clauses; or
- (iii) the data importer fails to comply with a binding decision of a competent court or supervisory authority regarding its obligations under these Clauses.

In these cases, it shall inform the competent supervisory authority of such non-compliance. Where the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise.

(d) Personal data collected by the data exporter in the EU that has been transferred prior to the termination of the contract pursuant to paragraph (c) shall immediately be deleted in its entirety, including any copy thereof. The data importer shall certify the deletion of the data to the data exporter. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit the return or deletion of the transferred personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process the data to the extent and for as long as required under that local law.

(e) Either Party may revoke its agreement to be bound by these Clauses where (i) the European Commission adopts a decision pursuant to Article 45(3) of Regulation (EU) 2016/679 that covers the transfer of personal data to which these Clauses apply; or (ii) Regulation (EU) 2016/679 becomes part of the legal framework of the country to which the personal data is transferred. This is without prejudice to other obligations applying to the processing in question under Regulation (EU) 2016/679.

## **CLAUSE 17**

### **Governing law**

These Clauses shall be governed by the law of a country allowing for third-party beneficiary rights. The Parties agree that this shall be the law of \_\_\_\_\_ (*specify country*).

## **CLAUSE 18**

### Choice of forum and jurisdiction

Any dispute arising from these Clauses shall be resolved by the courts of \_\_\_\_\_ (*specify country*).

### Official European Commission Footnotes

[FN1](#): Where the data exporter is a processor subject to Regulation (EU) 2016/679 acting on behalf of a Union institution or body as controller, reliance on these Clauses when engaging another processor (sub-processing) not subject to Regulation (EU) 2016/679 also ensures compliance with Article 29(4) of Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC ([OJ L 295, 21.11.2018, p. 39](#)), to the extent these Clauses and the data protection obligations as set out in the contract or other legal act between the controller and the processor pursuant to Article 29(3) of Regulation (EU) 2018/1725 are aligned. This will in particular be the case where the controller and processor rely on the standard contractual clauses included in Decision 2021/915.

[FN7](#): This includes whether the transfer and further processing involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions or offences.

[FN11](#): The data importer may offer independent dispute resolution through an arbitration body only if it is established in a country that has ratified the New York Convention on Enforcement of Arbitration Awards.

[FN12](#): As regards the impact of such laws and practices on compliance with these Clauses, different elements may be considered as part of an overall assessment. Such elements may include relevant and documented practical experience with prior instances of requests for disclosure from public authorities, or the absence of such requests, covering a sufficiently representative time-frame. This refers in particular to internal records or other documentation, drawn up on a continuous basis in accordance with due diligence and certified at senior management level, provided that this information can be lawfully shared with third parties. Where this practical experience is relied upon to conclude that the data importer will not be prevented from complying with these Clauses, it needs to be supported by other relevant, objective elements, and it is for the Parties to consider carefully whether these elements together carry sufficient weight, in terms of their reliability and representativeness, to support this conclusion. In particular, the Parties have to take into account whether their practical experience is corroborated and not contradicted by publicly available or otherwise accessible, reliable information on the



existence or absence of requests within the same sector and/or the application of the law in practice, such as case law and reports by independent oversight bodies.

## **APPENDIX**

### **EXPLANATORY NOTE:**

It must be possible to clearly distinguish the information applicable to each transfer or category of transfers and, in this regard, to determine the respective role(s) of the Parties as data exporter(s) and/or data importer(s). This does not necessarily require completing and signing separate appendices for each transfer/category of transfers and/or contractual relationship, where this transparency can be achieved through one appendix. However, where necessary to ensure sufficient clarity, separate appendices should be used.

## ANNEX I

### A. LIST OF PARTIES

**Data exporter(s):** *[Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union]*

1. Name: ...

Address: ...

Contact person's name, position and contact details: ...

Activities relevant to the data transferred under these Clauses:

...

Signature and date: ...

Role (controller/processor): ...

2. ...

**Data importer(s):** *[Identity and contact details of the data importer(s), including any contact person with responsibility for data protection]*

1. Name: ...

Address: ...

Contact person's name, position and contact details: ...

Activities relevant to the data transferred under these Clauses:

...

Signature and date: ...

Role (controller/processor): ...

2. ...

### B. DESCRIPTION OF TRANSFER

*Categories of data subjects whose personal data is transferred*

...

*Categories of personal data transferred*

OFFICIAL  
Matrix Programme

Technology Solution and Systems Integration Services  
**Schedule 31 – Processing Personal Data**

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...

*Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.*

...

*The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).*

...

*Nature of the processing*

...

*Purpose(s) of the data transfer and further processing*

...

*The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period*

...

*For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing*

...

## **Part B: Controller to Processor Standard Contractual Clauses**

### **Standard Contractual Clauses for Personal Data Transfers from an EU Controller to a Processor Established in a Third Country (Controller-to-Processor Transfers)**

#### **SECTION I**

#### **CLAUSE 1**

##### **Purpose and scope**

(a) The purpose of these standard contractual clauses is to ensure compliance with the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation)[[FN1](#)] for the transfer of personal data to a third country.

(b) The Parties:

- (i) the natural or legal person(s), public authority/ies, agency/ies or other body/ies (hereinafter 'entity/ies') transferring the personal data, as listed in Annex I.A (hereinafter each 'data exporter'), and
- (ii) the entity/ies in a third country receiving the personal data from the data exporter, directly or indirectly via another entity also Party to these Clauses, as listed in Annex I.A (hereinafter each 'data importer')

have agreed to these standard contractual clauses (hereinafter: 'Clauses').

(c) These Clauses apply with respect to the transfer of personal data as specified in Annex I.B.

(d) The Appendix to these Clauses containing the Annexes referred to therein forms an integral part of these Clauses.

#### **CLAUSE 2**

##### **Effect and invariability of the Clauses**

(a) These Clauses set out appropriate safeguards, including enforceable data subject rights and effective legal remedies, pursuant to Article 46(1) and Article 46(2)(c) of Regulation (EU) 2016/679 and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679, provided they are not modified, except to select

the appropriate Module(s) or to add or update information in the Appendix. This does not prevent the Parties from including the standard contractual clauses laid down in these Clauses in a wider contract and/or to add other clauses or additional safeguards, provided that they do not contradict, directly or indirectly, these Clauses or prejudice the fundamental rights or freedoms of data subjects.

(b) These Clauses are without prejudice to obligations to which the data exporter is subject by virtue of Regulation (EU) 2016/679.

### **CLAUSE 3**

#### **Third-party beneficiaries**

(a) Data subjects may invoke and enforce these Clauses, as third-party beneficiaries, against the data exporter and/or data importer, with the following exceptions:

- (i) Clause 1, Clause 2, Clause 3, Clause 6, Clause 7;
- (ii) Clause 8 – Module One: Clause 8.5 (e) and Clause 8.9(b); Module Two: Clause 8.1(b), 8.9(a), (c), (d) and (e); Module Three: Clause 8.1(a), (c) and (d) and Clause 8.9(a), (c), (d), (e), (f) and (g); Module Four: Clause 8.1 (b) and Clause 8.3(b);
- (iii) Clause 9 – Module Two: Clause 9(a), (c), (d) and (e); Module Three: Clause 9(a), (c), (d) and (e);
- (iv) Clause 12 – Module One: Clause 12(a) and (d); Modules Two and Three: Clause 12(a), (d) and (f);
- (v) Clause 13;
- (vi) Clause 15.1(c), (d) and (e);
- (vii) Clause 16(e);
- (viii) Clause 18 – Modules One, Two and Three: Clause 18(a) and (b); Module Four: Clause 18.

(b) Paragraph (a) is without prejudice to rights of data subjects under Regulation (EU) 2016/679.

### **CLAUSE 4**

#### **Interpretation**

(a) Where these Clauses use terms that are defined in Regulation (EU) 2016/679, those terms shall have the same meaning as in that Regulation.

(b) These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679.

(c) These Clauses shall not be interpreted in a way that conflicts with rights and obligations provided for in Regulation (EU) 2016/679.

## **CLAUSE 5**

### **Hierarchy**

In the event of a contradiction between these Clauses and the provisions of related agreements between the Parties, existing at the time these Clauses are agreed or entered into thereafter, these Clauses shall prevail.

## **CLAUSE 6**

### **Description of the transfer(s)**

The details of the transfer(s), and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred, are specified in Annex I.B.

## **[CLAUSE 7 - Optional**

### **Docking clause**

(a) An entity that is not a Party to these Clauses may, with the agreement of the Parties, accede to these Clauses at any time, either as a data exporter or as a data importer, by completing the Appendix and signing Annex I.A.

(b) Once it has completed the Appendix and signed Annex I.A, the acceding entity shall become a Party to these Clauses and have the rights and obligations of a data exporter or data importer in accordance with its designation in Annex I.A.

(c) The acceding entity shall have no rights or obligations arising under these Clauses from the period prior to becoming a Party.]

## **SECTION II – OBLIGATIONS OF THE PARTIES**

## **CLAUSE 8**

### **Data protection safeguards**

The data exporter warrants that it has used reasonable efforts to determine that the data importer is able, through the implementation of appropriate technical and organisational measures, to satisfy its obligations under these Clauses.

## **8.1 Instructions**

- (a) The data importer shall process the personal data only on documented instructions from the data exporter. The data exporter may give such instructions throughout the duration of the contract.
- (b) The data importer shall immediately inform the data exporter if it is unable to follow those instructions.

## **8.2 Purpose limitation**

The data importer shall process the personal data only for the specific purpose(s) of the transfer, as set out in Annex I.B, unless on further instructions from the data exporter.

## **8.3 Transparency**

On request, the data exporter shall make a copy of these Clauses, including the Appendix as completed by the Parties, available to the data subject free of charge. To the extent necessary to protect business secrets or other confidential information, including the measures described in Annex II and personal data, the data exporter may redact part of the text of the Appendix to these Clauses prior to sharing a copy, but shall provide a meaningful summary where the data subject would otherwise not be able to understand the its content or exercise his/her rights. On request, the Parties shall provide the data subject with the reasons for the redactions, to the extent possible without revealing the redacted information. This Clause is without prejudice to the obligations of the data exporter under Articles 13 and 14 of Regulation (EU) 2016/679.

## **8.4 Accuracy**

If the data importer becomes aware that the personal data it has received is inaccurate, or has become outdated, it shall inform the data exporter without undue delay. In this case, the data importer shall cooperate with the data exporter to erase or rectify the data.

## **8.5 Duration of processing and erasure or return of data**

Processing by the data importer shall only take place for the duration specified in Annex I.B. After the end of the provision of the processing services, the data importer shall, at the choice of the data exporter, delete all personal data processed on behalf of the data exporter and certify to the data exporter that it has done so, or return to the data exporter all personal data processed on its behalf and delete existing copies. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit return or deletion of the personal data, the data importer warrants that it will continue to ensure compliance with these



Clauses and will only process it to the extent and for as long as required under that local law. This is without prejudice to Clause 14, in particular the requirement for the data importer under Clause 14(e) to notify the data exporter throughout the duration of the contract if it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under Clause 14(a).

### **8.6 Security of processing**

(a) The data importer and, during transmission, also the data exporter shall implement appropriate technical and organisational measures to ensure the security of the data, including protection against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access to that data (hereinafter 'personal data breach'). In assessing the appropriate level of security, the Parties shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purpose(s) of processing and the risks involved in the processing for the data subjects. The Parties shall in particular consider having recourse to encryption or pseudonymisation, including during transmission, where the purpose of processing can be fulfilled in that manner. In case of pseudonymisation, the additional information for attributing the personal data to a specific data subject shall, where possible, remain under the exclusive control of the data exporter. In complying with its obligations under this paragraph, the data importer shall at least implement the technical and organisational measures specified in Annex II. The data importer shall carry out regular checks to ensure that these measures continue to provide an appropriate level of security.

(b) The data importer shall grant access to the personal data to members of its personnel only to the extent strictly necessary for the implementation, management and monitoring of the contract. It shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

(c) In the event of a personal data breach concerning personal data processed by the data importer under these Clauses, the data importer shall take appropriate measures to address the breach, including measures to mitigate its adverse effects. The data importer shall also notify the data exporter without undue delay after having become aware of the breach. Such notification shall contain the details of a contact point where more information can be obtained, a description of the nature of the breach (including, where possible, categories and approximate number of data subjects and personal data records concerned), its likely consequences and the measures taken or proposed to address the breach including, where appropriate, measures to mitigate its possible adverse effects. Where, and in so far as, it is not possible to provide all information at the same time, the initial notification shall contain

the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.

(d) The data importer shall cooperate with and assist the data exporter to enable the data exporter to comply with its obligations under Regulation (EU) 2016/679, in particular to notify the competent supervisory authority and the affected data subjects, taking into account the nature of processing and the information available to the data importer.

### **8.7 Sensitive data**

Where the transfer involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions and offences (hereinafter 'sensitive data'), the data importer shall apply the specific restrictions and/or additional safeguards described in Annex I.B.

### **8.8 Onward transfers**

The data importer shall only disclose the personal data to a third party on documented instructions from the data exporter. In addition, the data may only be disclosed to a third party located outside the European Union[[FN4](#)] (in the same country as the data importer or in another third country, hereinafter 'onward transfer') if the third party is or agrees to be bound by these Clauses, under the appropriate Module, or if:

- (i) the onward transfer is to a country benefitting from an adequacy decision pursuant to Article 45 of Regulation (EU) 2016/679 that covers the onward transfer;
- (ii) the third party otherwise ensures appropriate safeguards pursuant to Articles 46 or 47 Regulation of (EU) 2016/679 with respect to the processing in question;
- (iii) the onward transfer is necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings; or
- (iv) the onward transfer is necessary in order to protect the vital interests of the data subject or of another natural person.

Any onward transfer is subject to compliance by the data importer with all the other safeguards under these Clauses, in particular purpose limitation.

### **8.9 Documentation and compliance**

(a) The data importer shall promptly and adequately deal with enquiries from the data exporter that relate to the processing under these Clauses.

(b) The Parties shall be able to demonstrate compliance with these Clauses. In particular, the data importer shall keep appropriate documentation on the processing activities carried out on behalf of the data exporter.

(c) The data importer shall make available to the data exporter all information necessary to demonstrate compliance with the obligations set out in these Clauses and at the data exporter's request, allow for and contribute to audits of the processing activities covered by these Clauses, at reasonable intervals or if there are indications of non-compliance. In deciding on a review or audit, the data exporter may take into account relevant certifications held by the data importer.

(d) The data exporter may choose to conduct the audit by itself or mandate an independent auditor. Audits may include inspections at the premises or physical facilities of the data importer and shall, where appropriate, be carried out with reasonable notice.

(e) The Parties shall make the information referred to in paragraphs (b) and (c), including the results of any audits, available to the competent supervisory authority on request.

## **CLAUSE 9**

### **Use of sub-processors**

(a) **OPTION 1: SPECIFIC PRIOR AUTHORISATION** The data importer shall not sub-contract any of its processing activities performed on behalf of the data exporter under these Clauses to a sub-processor without the data exporter's prior specific written authorisation. The data importer shall submit the request for specific authorisation at least [*Specify time period*] prior to the engagement of the sub-processor, together with the information necessary to enable the data exporter to decide on the authorisation. The list of sub-processors already authorised by the data exporter can be found in Annex III. The Parties shall keep Annex III up to date.

**OPTION 2: GENERAL WRITTEN AUTHORISATION** The data importer has the data exporter's general authorisation for the engagement of sub-processor(s) from an agreed list. The data importer shall specifically inform the data exporter in writing of any intended changes to that list through the addition or replacement of sub-processors at least [*Specify time period*] in advance, thereby giving the data exporter sufficient time to be able to object to such changes prior to the engagement of the sub-processor(s). The data importer shall provide the data exporter with the information necessary to enable the data exporter to exercise its right to object.

(b) Where the data importer engages a sub-processor to carry out specific processing activities (on behalf of the data exporter), it shall do so by way of a written contract that provides for, in substance, the same data protection obligations as those binding the data importer under these Clauses, including in terms of third-party beneficiary rights for data subjects. [FN8] The Parties agree that, by complying with this Clause, the data importer fulfils its obligations under Clause 8.8. The data importer shall ensure that the sub-processor complies with the obligations to which the data importer is subject pursuant to these Clauses.

(c) The data importer shall provide, at the data exporter's request, a copy of such a sub-processor agreement and any subsequent amendments to the data exporter. To the extent necessary to protect business secrets or other confidential information, including personal data, the data importer may redact the text of the agreement prior to sharing a copy.

(d) The data importer shall remain fully responsible to the data exporter for the performance of the sub-processor's obligations under its contract with the data importer. The data importer shall notify the data exporter of any failure by the sub-processor to fulfil its obligations under that contract.

(e) The data importer shall agree a third-party beneficiary clause with the sub-processor whereby – in the event the data importer has factually disappeared, ceased to exist in law or has become insolvent – the data exporter shall have the right to terminate the sub-processor contract and to instruct the sub-processor to erase or return the personal data.

## **CLAUSE 10**

### **Data subject rights**

(a) The data importer shall promptly notify the data exporter of any request it has received from a data subject. It shall not respond to that request itself unless it has been authorised to do so by the data exporter.

(b) The data importer shall assist the data exporter in fulfilling its obligations to respond to data subjects' requests for the exercise of their rights under Regulation (EU) 2016/679. In this regard, the Parties shall set out in Annex II the appropriate technical and organisational measures, taking into account the nature of the processing, by which the assistance shall be provided, as well as the scope and the extent of the assistance required.

(c) In fulfilling its obligations under paragraphs (a) and (b), the data importer shall comply with the instructions from the data exporter.

## **CLAUSE 11**

### **Redress**

(a) The data importer shall inform data subjects in a transparent and easily accessible format, through individual notice or on its website, of a contact point authorised to handle complaints. It shall deal promptly with any complaints it receives from a data subject.

[OPTION: The data importer agrees that data subjects may also lodge a complaint with an independent dispute resolution body[[FN11](#)] at no cost to the data subject. It shall inform the data subjects, in the manner set out in paragraph (a), of such redress mechanism and that they are not required to use it, or follow a particular sequence in seeking redress.]

(b) In case of a dispute between a data subject and one of the Parties as regards compliance with these Clauses, that Party shall use its best efforts to resolve the issue amicably in a timely fashion. The Parties shall keep each other informed about such disputes and, where appropriate, cooperate in resolving them.

(c) Where the data subject invokes a third-party beneficiary right pursuant to Clause 3, the data importer shall accept the decision of the data subject to:

- (i) lodge a complaint with the supervisory authority in the Member State of his/her habitual residence or place of work, or the competent supervisory authority pursuant to Clause 13;
- (ii) refer the dispute to the competent courts within the meaning of Clause 18.

(d) The Parties accept that the data subject may be represented by a not-for-profit body, organisation or association under the conditions set out in Article 80(1) of Regulation (EU) 2016/679.

(e) The data importer shall abide by a decision that is binding under the applicable EU or Member State law.

(f) The data importer agrees that the choice made by the data subject will not prejudice his/her substantive and procedural rights to seek remedies in accordance with applicable laws.

## **CLAUSE 12**

### **Liability**

(a) Each Party shall be liable to the other Party/ies for any damages it causes the other Party/ies by any breach of these Clauses.

(b) The data importer shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or

non-material damages the data importer or its sub-processor causes the data subject by breaching the third-party beneficiary rights under these Clauses.

(c) Notwithstanding paragraph (b), the data exporter shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages the data exporter or the data importer (or its sub-processor) causes the data subject by breaching the third-party beneficiary rights under these Clauses. This is without prejudice to the liability of the data exporter and, where the data exporter is a processor acting on behalf of a controller, to the liability of the controller under Regulation (EU) 2016/679 or Regulation (EU) 2018/1725, as applicable.

(d) The Parties agree that if the data exporter is held liable under paragraph (c) for damages caused by the data importer (or its sub-processor), it shall be entitled to claim back from the data importer that part of the compensation corresponding to the data importer's responsibility for the damage.

(e) Where more than one Party is responsible for any damage caused to the data subject as a result of a breach of these Clauses, all responsible Parties shall be jointly and severally liable and the data subject is entitled to bring an action in court against any of these Parties.

(f) The Parties agree that if one Party is held liable under paragraph (e), it shall be entitled to claim back from the other Party/ies that part of the compensation corresponding to its/their responsibility for the damage.

(g) The data importer may not invoke the conduct of a sub-processor to avoid its own liability.

## **CLAUSE 13**

### **Supervision**

(a) [Where the data exporter is established in an EU Member State:] The supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer, as indicated in Annex I.C, shall act as competent supervisory authority.

[Where the data exporter is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) and has appointed a representative pursuant to Article 27(1) of Regulation (EU) 2016/679:] The supervisory authority of the Member State in which the representative within the meaning of Article 27(1) of Regulation (EU) 2016/679 is established, as indicated in Annex I.C, shall act as competent supervisory authority.

[Where the data exporter is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) without however having to appoint a representative pursuant to Article 27(2) of Regulation (EU) 2016/679:] The supervisory authority of one of the Member States in which the data subjects whose personal data is transferred under these Clauses in relation to the offering of goods or services to them, or whose behaviour is monitored, are located, as indicated in Annex I.C, shall act as competent supervisory authority.

(b) The data importer agrees to submit itself to the jurisdiction of and cooperate with the competent supervisory authority in any procedures aimed at ensuring compliance with these Clauses. In particular, the data importer agrees to respond to enquiries, submit to audits and comply with the measures adopted by the supervisory authority, including remedial and compensatory measures. It shall provide the supervisory authority with written confirmation that the necessary actions have been taken.

### **SECTION III – LOCAL LAWS AND OBLIGATIONS IN CASE OF ACCESS BY PUBLIC AUTHORITIES**

#### **CLAUSE 14**

##### **Local laws and practices affecting compliance with the Clauses**

(a) The Parties warrant that they have no reason to believe that the laws and practices in the third country of destination applicable to the processing of the personal data by the data importer, including any requirements to disclose personal data or measures authorising access by public authorities, prevent the data importer from fulfilling its obligations under these Clauses. This is based on the understanding that laws and practices that respect the essence of the fundamental rights and freedoms and do not exceed what is necessary and proportionate in a democratic society to safeguard one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679, are not in contradiction with these Clauses.

(b) The Parties declare that in providing the warranty in paragraph (a), they have taken due account in particular of the following elements:

- (i) the specific circumstances of the transfer, including the length of the processing chain, the number of actors involved and the transmission channels used; intended onward transfers; the type of recipient; the purpose of processing; the categories and format of the transferred personal data; the economic sector in which the transfer occurs; the storage location of the data transferred;

- (ii) the laws and practices of the third country of destination – including those requiring the disclosure of data to public authorities or authorising access by such authorities – relevant in light of the specific circumstances of the transfer, and the applicable limitations and safeguards[[FN12](#)];
  - (iii) any relevant contractual, technical or organisational safeguards put in place to supplement the safeguards under these Clauses, including measures applied during transmission and to the processing of the personal data in the country of destination.
- (c) The data importer warrants that, in carrying out the assessment under paragraph (b), it has made its best efforts to provide the data exporter with relevant information and agrees that it will continue to cooperate with the data exporter in ensuring compliance with these Clauses.
- (d) The Parties agree to document the assessment under paragraph (b) and make it available to the competent supervisory authority on request.
- (e) The data importer agrees to notify the data exporter promptly if, after having agreed to these Clauses and for the duration of the contract, it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under paragraph (a), including following a change in the laws of the third country or a measure (such as a disclosure request) indicating an application of such laws in practice that is not in line with the requirements in paragraph (a).
- (f) Following a notification pursuant to paragraph (e), or if the data exporter otherwise has reason to believe that the data importer can no longer fulfil its obligations under these Clauses, the data exporter shall promptly identify appropriate measures (e.g. technical or organisational measures to ensure security and confidentiality) to be adopted by the data exporter and/or data importer to address the situation. The data exporter shall suspend the data transfer if it considers that no appropriate safeguards for such transfer can be ensured, or if instructed by the competent supervisory authority to do so. In this case, the data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses. If the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise. Where the contract is terminated pursuant to this Clause, Clause 16(d) and (e) shall apply.

## **CLAUSE 15**

### **Obligations of the data importer in case of access by public authorities**



### **15.1 Notification**

(a) The data importer agrees to notify the data exporter and, where possible, the data subject promptly (if necessary with the help of the data exporter) if it:

- (i) receives a legally binding request from a public authority, including judicial authorities, under the laws of the country of destination for the disclosure of personal data transferred pursuant to these Clauses; such notification shall include information about the personal data requested, the requesting authority, the legal basis for the request and the response provided; or
- (ii) becomes aware of any direct access by public authorities to personal data transferred pursuant to these Clauses in accordance with the laws of the country of destination; such notification shall include all information available to the importer.

(b) If the data importer is prohibited from notifying the data exporter and/or the data subject under the laws of the country of destination, the data importer agrees to use its best efforts to obtain a waiver of the prohibition, with a view to communicating as much information as possible, as soon as possible. The data importer agrees to document its best efforts in order to be able to demonstrate them on request of the data exporter.

(c) Where permissible under the laws of the country of destination, the data importer agrees to provide the data exporter, at regular intervals for the duration of the contract, with as much relevant information as possible on the requests received (in particular, number of requests, type of data requested, requesting authority/ies, whether requests have been challenged and the outcome of such challenges, etc.).

(d) The data importer agrees to preserve the information pursuant to paragraphs (a) to (c) for the duration of the contract and make it available to the competent supervisory authority on request.

(e) Paragraphs (a) to (c) are without prejudice to the obligation of the data importer pursuant to Clause 14(e) and Clause 16 to inform the data exporter promptly where it is unable to comply with these Clauses.

### **15.2 Review of legality and data minimisation**

(a) The data importer agrees to review the legality of the request for disclosure, in particular whether it remains within the powers granted to the requesting public authority, and to challenge the request if, after careful assessment, it concludes that there are reasonable grounds to consider that the request is unlawful under the laws of the country of destination, applicable

obligations under international law and principles of international comity. The data importer shall, under the same conditions, pursue possibilities of appeal. When challenging a request, the data importer shall seek interim measures with a view to suspending the effects of the request until the competent judicial authority has decided on its merits. It shall not disclose the personal data requested until required to do so under the applicable procedural rules. These requirements are without prejudice to the obligations of the data importer under Clause 14(e).

(b) The data importer agrees to document its legal assessment and any challenge to the request for disclosure and, to the extent permissible under the laws of the country of destination, make the documentation available to the data exporter. It shall also make it available to the competent supervisory authority on request.

(c) The data importer agrees to provide the minimum amount of information permissible when responding to a request for disclosure, based on a reasonable interpretation of the request.

## **SECTION IV – FINAL PROVISIONS**

### **CLAUSE 16**

#### **Non-compliance with the Clauses and termination**

(a) The data importer shall promptly inform the data exporter if it is unable to comply with these Clauses, for whatever reason.

(b) In the event that the data importer is in breach of these Clauses or unable to comply with these Clauses, the data exporter shall suspend the transfer of personal data to the data importer until compliance is again ensured or the contract is terminated. This is without prejudice to Clause 14(f).

(c) The data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses, where:

- (i) the data exporter has suspended the transfer of personal data to the data importer pursuant to paragraph (b) and compliance with these Clauses is not restored within a reasonable time and in any event within one month of suspension;
- (ii) the data importer is in substantial or persistent breach of these Clauses; or

(iii) the data importer fails to comply with a binding decision of a competent court or supervisory authority regarding its obligations under these Clauses.

In these cases, it shall inform the competent supervisory authority of such non-compliance. Where the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise.

(d) Personal data that has been transferred prior to the termination of the contract pursuant to paragraph (c) shall at the choice of the data exporter immediately be returned to the data exporter or deleted in its entirety. The same shall apply to any copies of the data. The data importer shall certify the deletion of the data to the data exporter. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit the return or deletion of the transferred personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process the data to the extent and for as long as required under that local law.

(e) Either Party may revoke its agreement to be bound by these Clauses where (i) the European Commission adopts a decision pursuant to Article 45(3) of Regulation (EU) 2016/679 that covers the transfer of personal data to which these Clauses apply; or (ii) Regulation (EU) 2016/679 becomes part of the legal framework of the country to which the personal data is transferred. This is without prejudice to other obligations applying to the processing in question under Regulation (EU) 2016/679.

## **CLAUSE 17**

### **Governing law**

[OPTION 1: These Clauses shall be governed by the law of one of the EU Member States, provided such law allows for third-party beneficiary rights. The Parties agree that this shall be the law of \_\_\_\_\_ (*specify Member State*).]

[OPTION 2: These Clauses shall be governed by the law of the EU Member State in which the data exporter is established. Where such law does not allow for third-party beneficiary rights, they shall be governed by the law of another EU Member State that does allow for third-party beneficiary rights. The Parties agree that this shall be the law of \_\_\_\_\_ (*specify Member State*).]

## **CLAUSE 18**

### **Choice of forum and jurisdiction**

- (a) Any dispute arising from these Clauses shall be resolved by the courts of an EU Member State.
- (b) The Parties agree that those shall be the courts of \_\_\_\_\_ (specify Member State).
- (c) A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of the Member State in which he/she has his/her habitual residence.
- (d) The Parties agree to submit themselves to the jurisdiction of such courts.

### **Official European Commission Footnotes**

[FN1](#): Where the data exporter is a processor subject to Regulation (EU) 2016/679 acting on behalf of a Union institution or body as controller, reliance on these Clauses when engaging another processor (sub-processing) not subject to Regulation (EU) 2016/679 also ensures compliance with Article 29(4) of Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC ([OJ L 295, 21.11.2018, p. 39](#)), to the extent these Clauses and the data protection obligations as set out in the contract or other legal act between the controller and the processor pursuant to Article 29(3) of Regulation (EU) 2018/1725 are aligned. This will in particular be the case where the controller and processor rely on the standard contractual clauses included in Decision 2021/915.

[FN4](#): The Agreement on the European Economic Area (EEA Agreement) provides for the extension of the European Union's internal market to the three EEA States Iceland, Liechtenstein and Norway. The Union data protection legislation, including Regulation (EU) 2016/679, is covered by the EEA Agreement and has been incorporated into Annex XI thereto. Therefore, any disclosure by the data importer to a third party located in the EEA does not qualify as an onward transfer for the purpose of these Clauses.

[FN8](#): This requirement may be satisfied by the sub-processor acceding to these Clauses under the appropriate Module, in accordance with Clause 7.

[FN11](#): The data importer may offer independent dispute resolution through an arbitration body only if it is established in a country that has ratified the New York Convention on Enforcement of Arbitration Awards.

[FN12](#): As regards the impact of such laws and practices on compliance with these Clauses, different elements may be considered as part of an overall assessment. Such elements may include relevant and documented practical experience with prior instances of requests for disclosure from public authorities, or

the absence of such requests, covering a sufficiently representative time-frame. This refers in particular to internal records or other documentation, drawn up on a continuous basis in accordance with due diligence and certified at senior management level, provided that this information can be lawfully shared with third parties. Where this practical experience is relied upon to conclude that the data importer will not be prevented from complying with these Clauses, it needs to be supported by other relevant, objective elements, and it is for the Parties to consider carefully whether these elements together carry sufficient weight, in terms of their reliability and representativeness, to support this conclusion. In particular, the Parties have to take into account whether their practical experience is corroborated and not contradicted by publicly available or otherwise accessible, reliable information on the existence or absence of requests within the same sector and/or the application of the law in practice, such as case law and reports by independent oversight bodies.

## **APPENDIX**

### **EXPLANATORY NOTE:**

It must be possible to clearly distinguish the information applicable to each transfer or category of transfers and, in this regard, to determine the respective role(s) of the Parties as data exporter(s) and/or data importer(s). This does not necessarily require completing and signing separate appendices for each transfer/category of transfers and/or contractual relationship, where this transparency can be achieved through one appendix. However, where necessary to ensure sufficient clarity, separate appendices should be used.

## ANNEX I

### A. LIST OF PARTIES

**Data exporter(s):** *[Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union]*

1. Name: ...

Address: ...

Contact person's name, position and contact details: ...

Activities relevant to the data transferred under these Clauses:

...

Signature and date: ...

Role (controller/processor): ...

2. ...

**Data importer(s):** *[Identity and contact details of the data importer(s), including any contact person with responsibility for data protection]*

1. Name: ...

Address: ...

Contact person's name, position and contact details: ...

Activities relevant to the data transferred under these Clauses:

...

Signature and date: ...

Role (controller/processor): ...

2. ...

### B. DESCRIPTION OF TRANSFER

*Categories of data subjects whose personal data is transferred*

...

*Categories of personal data transferred*

...

*Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.*

...

*The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).*

...

*Nature of the processing*

...

*Purpose(s) of the data transfer and further processing*

...

*The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period*

...

*For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing*

...

## **C. COMPETENT SUPERVISORY AUTHORITY**

*Identify the competent supervisory authority/ies in accordance with*

Clause 13



## ANNEX II

### TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

#### EXPLANATORY NOTE:

The technical and organisational measures must be described in specific (and not generic) terms. See also the general comment on the first page of the Appendix, in particular on the need to clearly indicate which measures apply to each transfer/set of transfers.

*Description of the technical and organisational measures implemented by the data importer(s) (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons.*

*[Examples of possible measures:*

*Measures of pseudonymisation and encryption of personal data*

*Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services*

*Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident*

*Processes for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures in order to ensure the security of the processing*

*Measures for user identification and authorisation*

*Measures for the protection of data during transmission*

*Measures for the protection of data during storage*

*Measures for ensuring physical security of locations at which personal data are processed*

*Measures for ensuring events logging*

*Measures for ensuring system configuration, including default configuration*

*Measures for internal IT and IT security governance and management*

*Measures for certification/assurance of processes and products*

*Measures for ensuring data minimisation*

*Measures for ensuring data quality*

*Measures for ensuring limited data retention*

*Measures for ensuring accountability*

*Measures for allowing data portability and ensuring erasure]*

*For transfers to (sub-) processors, also describe the specific technical and organisational measures to be taken by the (sub-) processor to be able to provide assistance to the controller and, for transfers from a processor to a sub-processor, to the data exporter*

### **ANNEX III**

#### **LIST OF SUB-PROCESSORS**

##### **EXPLANATORY NOTE:**

This Annex must be completed in case of the specific authorization of sub-processors (Clause 9(a), Option 1).

The controller has authorised the use of the following sub-processors:

1. Name: ...

Address: ...

Contact person's name, position and contact details: ...

Description of processing (including a clear delimitation of responsibilities in case several sub-processors are authorised): ...

2. ...

## **Part C: Processor to Processor Standard Contractual Clauses**

### **Standard Contractual Clauses for Personal Data Transfers from an EU Processor to a Processor Established in a Third Country (Processor-to-Processor Transfers)**

#### **SECTION I**

#### **CLAUSE 1**

##### **Purpose and scope**

(a) The purpose of these standard contractual clauses is to ensure compliance with the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation)[[FN1](#)] for the transfer of personal data to a third country.

(b) The Parties:

- (i) the natural or legal person(s), public authority/ies, agency/ies or other body/ies (hereinafter 'entity/ies') transferring the personal data, as listed in Annex I.A (hereinafter each 'data exporter'), and
- (ii) the entity/ies in a third country receiving the personal data from the data exporter, directly or indirectly via another entity also Party to these Clauses, as listed in Annex I.A (hereinafter each 'data importer')

have agreed to these standard contractual clauses (hereinafter: 'Clauses').

(c) These Clauses apply with respect to the transfer of personal data as specified in Annex I.B.

(d) The Appendix to these Clauses containing the Annexes referred to therein forms an integral part of these Clauses.

#### **CLAUSE 2**

##### **Effect and invariability of the Clauses**

(a) These Clauses set out appropriate safeguards, including enforceable data subject rights and effective legal remedies, pursuant to Article 46(1) and Article 46(2)(c) of Regulation (EU) 2016/679 and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679, provided they are not modified, except to select

the appropriate Module(s) or to add or update information in the Appendix. This does not prevent the Parties from including the standard contractual clauses laid down in these Clauses in a wider contract and/or to add other clauses or additional safeguards, provided that they do not contradict, directly or indirectly, these Clauses or prejudice the fundamental rights or freedoms of data subjects.

(b) These Clauses are without prejudice to obligations to which the data exporter is subject by virtue of Regulation (EU) 2016/679.

### **CLAUSE 3**

#### **Third-party beneficiaries**

(a) Data subjects may invoke and enforce these Clauses, as third-party beneficiaries, against the data exporter and/or data importer, with the following exceptions:

- (i) Clause 1, Clause 2, Clause 3, Clause 6, Clause 7;
- (ii) Clause 8 – Module One: Clause 8.5 (e) and Clause 8.9(b); Module Two: Clause 8.1(b), 8.9(a), (c), (d) and (e); Module Three: Clause 8.1(a), (c) and (d) and Clause 8.9(a), (c), (d), (e), (f) and (g); Module Four: Clause 8.1 (b) and Clause 8.3(b);
- (iii) Clause 9 – Module Two: Clause 9(a), (c), (d) and (e); Module Three: Clause 9(a), (c), (d) and (e);
- (iv) Clause 12 – Module One: Clause 12(a) and (d); Modules Two and Three: Clause 12(a), (d) and (f);
- (v) Clause 13;
- (vi) Clause 15.1(c), (d) and (e);
- (vii) Clause 16(e);
- (viii) Clause 18 – Modules One, Two and Three: Clause 18(a) and (b); Module Four: Clause 18.

(b) Paragraph (a) is without prejudice to rights of data subjects under Regulation (EU) 2016/679.

### **CLAUSE 4**

#### **Interpretation**

(a) Where these Clauses use terms that are defined in Regulation (EU) 2016/679, those terms shall have the same meaning as in that Regulation.

(b) These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679.

(c) These Clauses shall not be interpreted in a way that conflicts with rights and obligations provided for in Regulation (EU) 2016/679.

## **CLAUSE 5**

### **Hierarchy**

In the event of a contradiction between these Clauses and the provisions of related agreements between the Parties, existing at the time these Clauses are agreed or entered into thereafter, these Clauses shall prevail.

## **CLAUSE 6**

### **Description of the transfer(s)**

The details of the transfer(s), and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred, are specified in Annex I.B.

## **[CLAUSE 7 - Optional]**

### **Docking clause**

(a) An entity that is not a Party to these Clauses may, with the agreement of the Parties, accede to these Clauses at any time, either as a data exporter or as a data importer, by completing the Appendix and signing Annex I.A.

(b) Once it has completed the Appendix and signed Annex I.A, the acceding entity shall become a Party to these Clauses and have the rights and obligations of a data exporter or data importer in accordance with its designation in Annex I.A.

(c) The acceding entity shall have no rights or obligations arising under these Clauses from the period prior to becoming a Party.]

## **SECTION II - OBLIGATIONS OF THE PARTIES**

## **CLAUSE 8**

### **Data protection safeguards**

The data exporter warrants that it has used reasonable efforts to determine that the data importer is able, through the implementation of appropriate technical and organisational measures, to satisfy its obligations under these Clauses.

### **8.1 Instructions**

(a) The data exporter has informed the data importer that it acts as processor under the instructions of its controller(s), which the data exporter shall make available to the data importer prior to processing.

(b) The data importer shall process the personal data only on documented instructions from the controller, as communicated to the data importer by the data exporter, and any additional documented instructions from the data exporter. Such additional instructions shall not conflict with the instructions from the controller. The controller or data exporter may give further documented instructions regarding the data processing throughout the duration of the contract.

(c) The data importer shall immediately inform the data exporter if it is unable to follow those instructions. Where the data importer is unable to follow the instructions from the controller, the data exporter shall immediately notify the controller.

(d) The data exporter warrants that it has imposed the same data protection obligations on the data importer as set out in the contract or other legal act under Union or Member State law between the controller and the data exporter[[FN5](#)].

### **8.2 Purpose limitation**

The data importer shall process the personal data only for the specific purpose(s) of the transfer, as set out in Annex I.B, unless on further instructions from the controller, as communicated to the data importer by the data exporter, or from the data exporter.

### **8.3 Transparency**

On request, the data exporter shall make a copy of these Clauses, including the Appendix as completed by the Parties, available to the data subject free of charge. To the extent necessary to protect business secrets or other confidential information, including personal data, the data exporter may redact part of the text of the Appendix prior to sharing a copy, but shall provide a meaningful summary where the data subject would otherwise not be able to understand its content or exercise his/her rights. On request, the Parties shall provide the data subject with the reasons for the redactions, to the extent possible without revealing the redacted information.

### **8.4 Accuracy**

If the data importer becomes aware that the personal data it has received is inaccurate, or has become outdated, it shall inform the data exporter without undue delay. In this case, the data importer shall cooperate with the data exporter to rectify or erase the data.

### **8.5 Duration of processing and erasure or return of data**

Processing by the data importer shall only take place for the duration specified in Annex I.B. After the end of the provision of the processing services, the data importer shall, at the choice of the data exporter, delete all personal data processed on behalf of the controller and certify to the data exporter that it has done so, or return to the data exporter all personal data processed on its behalf and delete existing copies. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit return or deletion of the personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process it to the extent and for as long as required under that local law. This is without prejudice to Clause 14, in particular the requirement for the data importer under Clause 14(e) to notify the data exporter throughout the duration of the contract if it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under Clause 14(a).

### **8.6 Security of processing**

(a) The data importer and, during transmission, also the data exporter shall implement appropriate technical and organisational measures to ensure the security of the data, including protection against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access to that data (hereinafter 'personal data breach'). In assessing the appropriate level of security, they shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purpose(s) of processing and the risks involved in the processing for the data subject. The Parties shall in particular consider having recourse to encryption or pseudonymisation, including during transmission, where the purpose of processing can be fulfilled in that manner. In case of pseudonymisation, the additional information for attributing the personal data to a specific data subject shall, where possible, remain under the exclusive control of the data exporter or the controller. In complying with its obligations under this paragraph, the data importer shall at least implement the technical and organisational measures specified in Annex II. The data importer shall carry out regular checks to ensure that these measures continue to provide an appropriate level of security.

(b) The data importer shall grant access to the data to members of its personnel only to the extent strictly necessary for the implementation, management and monitoring of the contract. It shall ensure that persons

authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

(c) In the event of a personal data breach concerning personal data processed by the data importer under these Clauses, the data importer shall take appropriate measures to address the breach, including measures to mitigate its adverse effects. The data importer shall also notify, without undue delay, the data exporter and, where appropriate and feasible, the controller after having become aware of the breach. Such notification shall contain the details of a contact point where more information can be obtained, a description of the nature of the breach (including, where possible, categories and approximate number of data subjects and personal data records concerned), its likely consequences and the measures taken or proposed to address the data breach, including measures to mitigate its possible adverse effects. Where, and in so far as, it is not possible to provide all information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.

(d) The data importer shall cooperate with and assist the data exporter to enable the data exporter to comply with its obligations under Regulation (EU) 2016/679, in particular to notify its controller so that the latter may in turn notify the competent supervisory authority and the affected data subjects, taking into account the nature of processing and the information available to the data importer.

### **8.7 Sensitive data**

Where the transfer involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions and offences (hereinafter 'sensitive data'), the data importer shall apply the specific restrictions and/or additional safeguards set out in Annex I.B.

### **8.8 Onward transfers**

The data importer shall only disclose the personal data to a third party on documented instructions from the controller, as communicated to the data importer by the data exporter. In addition, the data may only be disclosed to a third party located outside the European Union[[FN6](#)] (in the same country as the data importer or in another third country, hereinafter 'onward transfer') if the third party is or agrees to be bound by these Clauses, under the appropriate Module, or if:



- (i) the onward transfer is to a country benefitting from an adequacy decision pursuant to Article 45 of Regulation (EU) 2016/679 that covers the onward transfer;
- (ii) the third party otherwise ensures appropriate safeguards pursuant to Articles 46 or 47 of Regulation (EU) 2016/679;
- (iii) the onward transfer is necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings; or
- (iv) the onward transfer is necessary in order to protect the vital interests of the data subject or of another natural person.

Any onward transfer is subject to compliance by the data importer with all the other safeguards under these Clauses, in particular purpose limitation.

#### **8.9 Documentation and compliance**

- (a) The data importer shall promptly and adequately deal with enquiries from the data exporter or the controller that relate to the processing under these Clauses.
- (b) The Parties shall be able to demonstrate compliance with these Clauses. In particular, the data importer shall keep appropriate documentation on the processing activities carried out on behalf of the controller.
- (c) The data importer shall make all information necessary to demonstrate compliance with the obligations set out in these Clauses available to the data exporter, which shall provide it to the controller.
- (d) The data importer shall allow for and contribute to audits by the data exporter of the processing activities covered by these Clauses, at reasonable intervals or if there are indications of non-compliance. The same shall apply where the data exporter requests an audit on instructions of the controller. In deciding on an audit, the data exporter may take into account relevant certifications held by the data importer.
- (e) Where the audit is carried out on the instructions of the controller, the data exporter shall make the results available to the controller.
- (f) The data exporter may choose to conduct the audit by itself or mandate an independent auditor. Audits may include inspections at the premises or physical facilities of the data importer and shall, where appropriate, be carried out with reasonable notice.
- (g) The Parties shall make the information referred to in paragraphs (b) and (c), including the results of any audits, available to the competent supervisory authority on request.

## CLAUSE 9

### Use of sub-processors

(a) **OPTION 1: SPECIFIC PRIOR AUTHORISATION** The data importer shall not sub-contract any of its processing activities performed on behalf of the data exporter under these Clauses to a sub-processor without the prior specific written authorisation of the controller. The data importer shall submit the request for specific authorisation at least [*Specify time period*] prior to the engagement of the sub-processor, together with the information necessary to enable the controller to decide on the authorisation. It shall inform the data exporter of such engagement. The list of sub-processors already authorised by the controller can be found in Annex III. The Parties shall keep Annex III up to date.

**OPTION 2: GENERAL WRITTEN AUTHORISATION** The data importer has the controller's general authorisation for the engagement of sub-processor(s) from an agreed list. The data importer shall specifically inform the controller in writing of any intended changes to that list through the addition or replacement of sub-processors at least [*Specify time period*] in advance, thereby giving the controller sufficient time to be able to object to such changes prior to the engagement of the sub-processor(s). The data importer shall provide the controller with the information necessary to enable the controller to exercise its right to object. The data importer shall inform the data exporter of the engagement of the sub-processor(s).

(b) Where the data importer engages a sub-processor to carry out specific processing activities (on behalf of the controller), it shall do so by way of a written contract that provides for, in substance, the same data protection obligations as those binding the data importer under these Clauses, including in terms of third-party beneficiary rights for data subjects. [FN9] The Parties agree that, by complying with this Clause, the data importer fulfils its obligations under Clause 8.8. The data importer shall ensure that the sub-processor complies with the obligations to which the data importer is subject pursuant to these Clauses.

(c) The data importer shall provide, at the data exporter's or controller's request, a copy of such a sub-processor agreement and any subsequent amendments. To the extent necessary to protect business secrets or other confidential information, including personal data, the data importer may redact the text of the agreement prior to sharing a copy.

(d) The data importer shall remain fully responsible to the data exporter for the performance of the sub-processor's obligations under its contract with the data importer. The data importer shall notify the data exporter of any failure by the sub-processor to fulfil its obligations under that contract.

(e) The data importer shall agree a third-party beneficiary clause with the sub-processor whereby – in the event the data importer has factually disappeared, ceased to exist in law or has become insolvent – the data exporter shall have the right to terminate the sub-processor contract and to instruct the sub-processor to erase or return the personal data.

## **CLAUSE 10**

### **Data subject rights**

(a) The data importer shall promptly notify the data exporter and, where appropriate, the controller of any request it has received from a data subject, without responding to that request unless it has been authorised to do so by the controller.

(b) The data importer shall assist, where appropriate in cooperation with the data exporter, the controller in fulfilling its obligations to respond to data subjects' requests for the exercise of their rights under Regulation (EU) 2016/679 or Regulation (EU) 2018/1725, as applicable. In this regard, the Parties shall set out in Annex II the appropriate technical and organisational measures, taking into account the nature of the processing, by which the assistance shall be provided, as well as the scope and the extent of the assistance required.

(c) In fulfilling its obligations under paragraphs (a) and (b), the data importer shall comply with the instructions from the controller, as communicated by the data exporter.

## **CLAUSE 11**

### **Redress**

(a) The data importer shall inform data subjects in a transparent and easily accessible format, through individual notice or on its website, of a contact point authorised to handle complaints. It shall deal promptly with any complaints it receives from a data subject.

[OPTION: The data importer agrees that data subjects may also lodge a complaint with an independent dispute resolution body[[FN11](#)] at no cost to the data subject. It shall inform the data subjects, in the manner set out in paragraph (a), of such redress mechanism and that they are not required to use it, or follow a particular sequence in seeking redress.]

(b) In case of a dispute between a data subject and one of the Parties as regards compliance with these Clauses, that Party shall use its best efforts to resolve the issue amicably in a timely fashion. The Parties shall keep each other informed about such disputes and, where appropriate, cooperate in resolving them.

(c) Where the data subject invokes a third-party beneficiary right pursuant to Clause 3, the data importer shall accept the decision of the data subject to:

- (i) lodge a complaint with the supervisory authority in the Member State of his/her habitual residence or place of work, or the competent supervisory authority pursuant to Clause 13;
- (ii) refer the dispute to the competent courts within the meaning of Clause 18.

(d) The Parties accept that the data subject may be represented by a not-for-profit body, organisation or association under the conditions set out in Article 80(1) of Regulation (EU) 2016/679.

(e) The data importer shall abide by a decision that is binding under the applicable EU or Member State law.

(f) The data importer agrees that the choice made by the data subject will not prejudice his/her substantive and procedural rights to seek remedies in accordance with applicable laws.

## **CLAUSE 12**

### **Liability**

(a) Each Party shall be liable to the other Party/ies for any damages it causes the other Party/ies by any breach of these Clauses.

(b) The data importer shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages the data importer or its sub-processor causes the data subject by breaching the third-party beneficiary rights under these Clauses.

(c) Notwithstanding paragraph (b), the data exporter shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages the data exporter or the data importer (or its sub-processor) causes the data subject by breaching the third-party beneficiary rights under these Clauses. This is without prejudice to the liability of the data exporter and, where the data exporter is a processor acting on behalf of a controller, to the liability of the controller under Regulation (EU) 2016/679 or Regulation (EU) 2018/1725, as applicable.

(d) The Parties agree that if the data exporter is held liable under paragraph (c) for damages caused by the data importer (or its sub-processor), it shall be entitled to claim back from the data importer that part of the compensation corresponding to the data importer's responsibility for the damage.

(e) Where more than one Party is responsible for any damage caused to the data subject as a result of a breach of these Clauses, all responsible Parties shall be jointly and severally liable and the data subject is entitled to bring an action in court against any of these Parties.

(f) The Parties agree that if one Party is held liable under paragraph (e), it shall be entitled to claim back from the other Party/ies that part of the compensation corresponding to its/their responsibility for the damage.

(g) The data importer may not invoke the conduct of a sub-processor to avoid its own liability.

### **CLAUSE 13**

#### **Supervision**

(a) [Where the data exporter is established in an EU Member State:] The supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer, as indicated in Annex I.C, shall act as competent supervisory authority.

[Where the data exporter is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) and has appointed a representative pursuant to Article 27(1) of Regulation (EU) 2016/679:] The supervisory authority of the Member State in which the representative within the meaning of Article 27(1) of Regulation (EU) 2016/679 is established, as indicated in Annex I.C, shall act as competent supervisory authority.

[Where the data exporter is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) without however having to appoint a representative pursuant to Article 27(2) of Regulation (EU) 2016/679:] The supervisory authority of one of the Member States in which the data subjects whose personal data is transferred under these Clauses in relation to the offering of goods or services to them, or whose behaviour is monitored, are located, as indicated in Annex I.C, shall act as competent supervisory authority.

(b) The data importer agrees to submit itself to the jurisdiction of and cooperate with the competent supervisory authority in any procedures aimed at ensuring compliance with these Clauses. In particular, the data importer agrees to respond to enquiries, submit to audits and comply with the measures adopted by the supervisory authority, including remedial and compensatory measures. It shall provide the supervisory authority with written confirmation that the necessary actions have been taken.

## SECTION III – LOCAL LAWS AND OBLIGATIONS IN CASE OF ACCESS BY PUBLIC AUTHORITIES

### CLAUSE 14

#### Local laws and practices affecting compliance with the Clauses

(a) The Parties warrant that they have no reason to believe that the laws and practices in the third country of destination applicable to the processing of the personal data by the data importer, including any requirements to disclose personal data or measures authorising access by public authorities, prevent the data importer from fulfilling its obligations under these Clauses. This is based on the understanding that laws and practices that respect the essence of the fundamental rights and freedoms and do not exceed what is necessary and proportionate in a democratic society to safeguard one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679, are not in contradiction with these Clauses.

(b) The Parties declare that in providing the warranty in paragraph (a), they have taken due account in particular of the following elements:

- (i) the specific circumstances of the transfer, including the length of the processing chain, the number of actors involved and the transmission channels used; intended onward transfers; the type of recipient; the purpose of processing; the categories and format of the transferred personal data; the economic sector in which the transfer occurs; the storage location of the data transferred;
- (ii) the laws and practices of the third country of destination – including those requiring the disclosure of data to public authorities or authorising access by such authorities – relevant in light of the specific circumstances of the transfer, and the applicable limitations and safeguards<sup>[FN12]</sup>;
- (iii) any relevant contractual, technical or organisational safeguards put in place to supplement the safeguards under these Clauses, including measures applied during transmission and to the processing of the personal data in the country of destination.

(c) The data importer warrants that, in carrying out the assessment under paragraph (b), it has made its best efforts to provide the data exporter with relevant information and agrees that it will continue to cooperate with the data exporter in ensuring compliance with these Clauses.

(d) The Parties agree to document the assessment under paragraph (b) and make it available to the competent supervisory authority on request.

(e) The data importer agrees to notify the data exporter promptly if, after having agreed to these Clauses and for the duration of the contract, it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under paragraph (a), including following a change in the laws of the third country or a measure (such as a disclosure request) indicating an application of such laws in practice that is not in line with the requirements in paragraph (a). The data exporter shall forward the notification to the controller.

(f) Following a notification pursuant to paragraph (e), or if the data exporter otherwise has reason to believe that the data importer can no longer fulfil its obligations under these Clauses, the data exporter shall promptly identify appropriate measures (e.g. technical or organisational measures to ensure security and confidentiality) to be adopted by the data exporter and/or data importer to address the situation, if appropriate in consultation with the controller. The data exporter shall suspend the data transfer if it considers that no appropriate safeguards for such transfer can be ensured, or if instructed by the controller or the competent supervisory authority to do so. In this case, the data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses. If the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise. Where the contract is terminated pursuant to this Clause, Clause 16(d) and (e) shall apply.

## **CLAUSE 15**

### **Obligations of the data importer in case of access by public authorities**

#### **15.1 Notification**

(a) The data importer agrees to notify the data exporter and, where possible, the data subject promptly (if necessary with the help of the data exporter) if it:

- (i) receives a legally binding request from a public authority, including judicial authorities, under the laws of the country of destination for the disclosure of personal data transferred pursuant to these Clauses; such notification shall include information about the personal data requested, the requesting authority, the legal basis for the request and the response provided; or

- (ii) becomes aware of any direct access by public authorities to personal data transferred pursuant to these Clauses in accordance with the laws of the country of destination; such notification shall include all information available to the importer.

The data exporter shall forward the notification to the controller.

(b) If the data importer is prohibited from notifying the data exporter and/or the data subject under the laws of the country of destination, the data importer agrees to use its best efforts to obtain a waiver of the prohibition, with a view to communicating as much information as possible, as soon as possible. The data importer agrees to document its best efforts in order to be able to demonstrate them on request of the data exporter.

(c) Where permissible under the laws of the country of destination, the data importer agrees to provide the data exporter, at regular intervals for the duration of the contract, with as much relevant information as possible on the requests received (in particular, number of requests, type of data requested, requesting authority/ies, whether requests have been challenged and the outcome of such challenges, etc.). The data exporter shall forward the information to the controller.

(d) The data importer agrees to preserve the information pursuant to paragraphs (a) to (c) for the duration of the contract and make it available to the competent supervisory authority on request.

(e) Paragraphs (a) to (c) are without prejudice to the obligation of the data importer pursuant to Clause 14(e) and Clause 16 to inform the data exporter promptly where it is unable to comply with these Clauses.

## **15.2 Review of legality and data minimisation**

(a) The data importer agrees to review the legality of the request for disclosure, in particular whether it remains within the powers granted to the requesting public authority, and to challenge the request if, after careful assessment, it concludes that there are reasonable grounds to consider that the request is unlawful under the laws of the country of destination, applicable obligations under international law and principles of international comity. The data importer shall, under the same conditions, pursue possibilities of appeal. When challenging a request, the data importer shall seek interim measures with a view to suspending the effects of the request until the competent judicial authority has decided on its merits. It shall not disclose the personal data requested until required to do so under the applicable procedural rules. These requirements are without prejudice to the obligations of the data importer under Clause 14(e).

(b) The data importer agrees to document its legal assessment and any challenge to the request for disclosure and, to the extent permissible under the laws of the country of destination, make the documentation



available to the data exporter. It shall also make it available to the competent supervisory authority on request. The data exporter shall make the assessment available to the controller.

(c) The data importer agrees to provide the minimum amount of information permissible when responding to a request for disclosure, based on a reasonable interpretation of the request.

## **SECTION IV – FINAL PROVISIONS**

### **CLAUSE 16**

#### **Non-compliance with the Clauses and termination**

(a) The data importer shall promptly inform the data exporter if it is unable to comply with these Clauses, for whatever reason.

(b) In the event that the data importer is in breach of these Clauses or unable to comply with these Clauses, the data exporter shall suspend the transfer of personal data to the data importer until compliance is again ensured or the contract is terminated. This is without prejudice to Clause 14(f).

(c) The data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses, where:

- (i) the data exporter has suspended the transfer of personal data to the data importer pursuant to paragraph (b) and compliance with these Clauses is not restored within a reasonable time and in any event within one month of suspension;
- (ii) the data importer is in substantial or persistent breach of these Clauses; or
- (iii) the data importer fails to comply with a binding decision of a competent court or supervisory authority regarding its obligations under these Clauses.

In these cases, it shall inform the competent supervisory authority and the controller of such non-compliance. Where the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise.

(d) Personal data that has been transferred prior to the termination of the contract pursuant to paragraph (c) shall at the choice of the data exporter immediately be returned to the data exporter or deleted in its entirety. The same shall apply to any copies of the data. The data importer shall certify

the deletion of the data to the data exporter. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit the return or deletion of the transferred personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process the data to the extent and for as long as required under that local law.

(e) Either Party may revoke its agreement to be bound by these Clauses where (i) the European Commission adopts a decision pursuant to Article 45(3) of Regulation (EU) 2016/679 that covers the transfer of personal data to which these Clauses apply; or (ii) Regulation (EU) 2016/679 becomes part of the legal framework of the country to which the personal data is transferred. This is without prejudice to other obligations applying to the processing in question under Regulation (EU) 2016/679.

## **CLAUSE 17**

### **Governing law**

[OPTION 1: These Clauses shall be governed by the law of one of the EU Member States, provided such law allows for third-party beneficiary rights. The Parties agree that this shall be the law of \_\_\_\_\_ (*specify Member State*).]

[OPTION 2: These Clauses shall be governed by the law of the EU Member State in which the data exporter is established. Where such law does not allow for third-party beneficiary rights, they shall be governed by the law of another EU Member State that does allow for third-party beneficiary rights. The Parties agree that this shall be the law of \_\_\_\_\_ (*specify Member State*).]

## **CLAUSE 18**

### **Choice of forum and jurisdiction**

(a) Any dispute arising from these Clauses shall be resolved by the courts of an EU Member State.

(b) The Parties agree that those shall be the courts of \_\_\_\_\_ (*specify Member State*).

(c) A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of the Member State in which he/she has his/her habitual residence.

(d) The Parties agree to submit themselves to the jurisdiction of such courts.

## **Official European Commission Footnotes**

**FN1:** Where the data exporter is a processor subject to Regulation (EU) 2016/679 acting on behalf of a Union institution or body as controller, reliance on these Clauses when engaging another processor (sub-processing) not subject to Regulation (EU) 2016/679 also ensures compliance with Article 29(4) of Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC ([OJ L 295, 21.11.2018, p. 39](#)), to the extent these Clauses and the data protection obligations as set out in the contract or other legal act between the controller and the processor pursuant to Article 29(3) of Regulation (EU) 2018/1725 are aligned. This will in particular be the case where the controller and processor rely on the standard contractual clauses included in Decision 2021/915.

**FN5:** See Article 28(4) of Regulation (EU) 2016/679 and, where the controller is an EU institution or body, Article 29(4) of Regulation (EU) 2018/1725.

**FN6:** The Agreement on the European Economic Area (EEA Agreement) provides for the extension of the European Union's internal market to the three EEA States Iceland, Liechtenstein and Norway. The Union data protection legislation, including Regulation (EU) 2016/679, is covered by the EEA Agreement and has been incorporated into Annex XI thereto. Therefore, any disclosure by the data importer to a third party located in the EEA does not qualify as an onward transfer for the purposes of these Clauses.

**FN9:** This requirement may be satisfied by the sub-processor acceding to these Clauses under the appropriate Module, in accordance with Clause 7.

**FN11:** The data importer may offer independent dispute resolution through an arbitration body only if it is established in a country that has ratified the New York Convention on Enforcement of Arbitration Awards.

**FN12:** As regards the impact of such laws and practices on compliance with these Clauses, different elements may be considered as part of an overall assessment. Such elements may include relevant and documented practical experience with prior instances of requests for disclosure from public authorities, or the absence of such requests, covering a sufficiently representative time-frame. This refers in particular to internal records or other documentation, drawn up on a continuous basis in accordance with due diligence and certified at senior management level, provided that this information can be lawfully shared with third parties. Where this practical experience is relied upon to conclude that the data importer will not be prevented from complying with these Clauses, it needs to be supported by other relevant, objective elements, and it is for the Parties to consider carefully whether these elements together carry sufficient weight, in terms of their reliability and representativeness, to support this conclusion. In particular, the Parties have to take into account whether their practical experience is corroborated and not contradicted by publicly available or otherwise accessible, reliable information on the

existence or absence of requests within the same sector and/or the application of the law in practice, such as case law and reports by independent oversight bodies.

## **APPENDIX**

### **EXPLANATORY NOTE:**

It must be possible to clearly distinguish the information applicable to each transfer or category of transfers and, in this regard, to determine the respective role(s) of the Parties as data exporter(s) and/or data importer(s). This does not necessarily require completing and signing separate appendices for each transfer/category of transfers and/or contractual relationship, where this transparency can be achieved through one appendix. However, where necessary to ensure sufficient clarity, separate appendices should be used.

## ANNEX I

### A. LIST OF PARTIES

**Data exporter(s):** *[Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union]*

1. Name: ...

Address: ...

Contact person's name, position and contact details: ...

Activities relevant to the data transferred under these Clauses:

...

Signature and date: ...

Role (controller/processor): ...

2. ...

**Data importer(s):** *[Identity and contact details of the data importer(s), including any contact person with responsibility for data protection]*

1. Name: ...

Address: ...

Contact person's name, position and contact details: ...

Activities relevant to the data transferred under these Clauses:

...

Signature and date: ...

Role (controller/processor): ...

2. ...

### B. DESCRIPTION OF TRANSFER

*Categories of data subjects whose personal data is transferred*

...

*Categories of personal data transferred*

...

*Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.*

...

*The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).*

...

*Nature of the processing*

...

*Purpose(s) of the data transfer and further processing*

...

*The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period*

...

*For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing*

...

### **C. COMPETENT SUPERVISORY AUTHORITY**

*Identify the competent supervisory authority/ies in accordance with*

Clause 13

## ANNEX II

### TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

#### EXPLANATORY NOTE:

The technical and organisational measures must be described in specific (and not generic) terms. See also the general comment on the first page of the Appendix, in particular on the need to clearly indicate which measures apply to each transfer/set of transfers.

*Description of the technical and organisational measures implemented by the data importer(s) (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons.*

*[Examples of possible measures:*

*Measures of pseudonymisation and encryption of personal data*

*Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services*

*Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident*

*Processes for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures in order to ensure the security of the processing*

*Measures for user identification and authorisation*

*Measures for the protection of data during transmission*

*Measures for the protection of data during storage*

*Measures for ensuring physical security of locations at which personal data are processed*

*Measures for ensuring events logging*

*Measures for ensuring system configuration, including default configuration*

*Measures for internal IT and IT security governance and management*

*Measures for certification/assurance of processes and products*



*Measures for ensuring data minimisation*

*Measures for ensuring data quality*

*Measures for ensuring limited data retention*

*Measures for ensuring accountability*

*Measures for allowing data portability and ensuring erasure]*

*For transfers to (sub-) processors, also describe the specific technical and organisational measures to be taken by the (sub-) processor to be able to provide assistance to the controller and, for transfers from a processor to a sub-processor, to the data exporter*

### **ANNEX III**

#### **EXPLANATORY NOTE:**

This Annex must be completed in case of the specific authorization of sub-processors (Clause 9(a), Option 1).

The controller has authorised the use of the following sub-processors:

Name: ...

Address: ...

Contact person's name, position and contact details: ...

Description of processing (including a clear delimitation of responsibilities in case several sub-processors are authorised): ...

## **SCHEDULE 32**

### **INTELLECTUAL PROPERTY RIGHTS**

## Contents

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## **1 INTELLECTUAL PROPERTY RIGHTS**

1.1 Except as expressly set out in this Contract:

- (a) the Authority shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Supplier or its licensors, namely:
  - (i) the Supplier Software;
  - (ii) the Third Party Software;
  - (iii) the Third Party IPRs; and
  - (iv) the Supplier Background IPRs;
- (b) the Supplier shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Authority or its licensors, including:
  - (i) the Authority Software;
  - (ii) the Authority Data; and
  - (iii) the Authority Background IPRs;
- (c) Specially Written Software and Project Specific IPRs (except for any Know-How, trade secrets or Confidential Information contained therein) shall be the property of the Authority.

1.2 Where either Party acquires, by operation of law, title to Intellectual Property Rights that is inconsistent with the allocation of title set out in Paragraph 1.1, it shall assign in writing such Intellectual Property Rights as it has acquired to the other Party on the request of the other Party (whenever made).

1.3 Neither Party shall have any right to use any of the other Party's names, logos or trade marks on any of its products or services without the other Party's prior written consent.

1.4 Unless otherwise agreed in writing, the Parties shall record all Specially Written Software and Project Specific IPRs in Annex 1 to this **Schedule 32 (*Intellectual Property Rights*)** and shall keep Annex 1 updated during the Term.

## **2 TRANSFER AND LICENCES GRANTED BY THE SUPPLIER**

### **Specially Written Software and Project Specific IPRs**

2.1 Subject to Paragraph 2.17 (*Patents*) the Supplier hereby agrees to transfer to the Authority, or shall procure the transfer to the Authority of, all rights

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**Schedule 32 – Intellectual Property Rights**

---

(subject to Paragraph 1.1(a) (*Intellectual Property Rights*)) in the Specially Written Software and the Project Specific IPRs including (without limitation):

- (a) the Documentation, Source Code and the Object Code of the Specially Written Software; and
- (b) all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Specially Written Software (together the “**Software Supporting Materials**”);

but not including any Know-How, trade secrets or Confidential Information.

2.2 The Supplier:

- (a) shall:
  - (i) inform the Authority of all Specially Written Software and any element of Project Specific IPRs that constitutes a modification or enhancement to Supplier Software or Third Party Software; and
  - (ii) deliver to the Authority the Specially Written Software and the software element of Project Specific IPRs in both Source Code and Object Code forms together with relevant Documentation and all related Software Supporting Materials within seven (7) days of the issue of a Milestone Achievement Certificate in respect of the relevant Deliverable and shall provide updates of the Source Code and of the Software Supporting Materials promptly following each new release of the Specially Written Software, in each case on media that is reasonably acceptable to the Authority; and
  - (iii) without prejudice to Paragraph 2.11 (*Third Party Software and Third Party IPRs*), provide full details to the Authority of any Supplier Background IPRs or Third Party IPRs which are embedded in or which are an integral part of the Specially Written Software or any element of Project Specific IPRs;
- (b) acknowledges and agrees that the ownership of the media referred to in Paragraph 2.2(a)(ii) shall vest in the Authority upon their receipt by the Authority; and
- (c) shall execute all such assignments as are required to ensure that any rights in the Specially Written Software and Project Specific IPRs are properly transferred to the Authority.

### Supplier Software and Supplier Background IPRs

- 2.3 The Supplier shall not use any Supplier Non-COTS Software or Supplier Non-COTS Background IPR in the provision of the Services unless it is detailed in Schedule 12 (*Software*) or sent to the Technical Board for review and approval granted by the Authority.
- 2.4 The Supplier hereby grants to the Authority:
- (a) subject to the provisions of Paragraph 2.17 (*Patents*) and Clause 35.11(b) (*Consequences of expiry or termination*), perpetual, royalty-free and non-exclusive licences to use (including but not limited to the right to load, execute, store, transmit, display and copy (for the purposes of archiving, backing-up, loading, execution, storage, transmission or display) and from the end of Hypercare Services or earlier Termination to modify and develop (with access to Source Code where reasonably necessary):
    - (i) the Supplier Non-COTS Software for which the Supplier delivers a copy to the Authority for any purpose relating to the Services (or substantially equivalent services) or for any purpose relating to the exercise of the Authority's (or any other Central Government Body's) business or function; and
    - (ii) the Supplier Non-COTS Background IPRs for any purpose relating to the Services (or substantially equivalent services) or for any purpose relating to the exercise of the Authority's (or any other Central Government Body's) business or function;
  - (b) a licence to use the Supplier COTS Software for which the Supplier delivers a copy to the Authority and Supplier COTS Background IPRs on the licence terms identified in a letter in or substantially in the form set out in Annex 1 to Schedule 12 (*Software*) and signed by or on behalf of the Parties on or before the Effective Date provided always that the Authority shall remain entitled to sub-license and to assign and novate the Supplier COTS Software and Supplier COTS Background IPRs on equivalent terms to those set out in Paragraphs 2.7 (*Authority's right to sub-licence*) and 2.8 (*Authority's right to assign/novate sub-licences*) in relation to the Supplier Non-COTS Software and Supplier Non-COTS Background IPRs; and
  - (c) a perpetual royalty-free non-exclusive licence to use without limitation any Know-How, trade secrets or Confidential Information contained within the Specially Written Software or the Project Specific IPRs.
- 2.5 At any time during the Term or following termination or expiry of this Contract, the Supplier may terminate the licence granted in respect of the Supplier Non-

COTS Software under Paragraph 2.4(a)(i) or in respect of the Supplier Non-COTS Background IPRs under Paragraph 2.4(a)(ii) by giving thirty (30) days' notice in writing (or such other period as agreed by the Parties) if the Authority or any person to whom the Authority grants a sub-licence pursuant to Paragraph 2.7 (*Authority's right to sub-license*) commits any material breach of the terms of Paragraph 2.4(a)(i) or 2.4(a)(ii) or 2.7(a)(ii) (as the case may be) which, if the breach is capable of remedy, is not remedied within 20 Working Days after the Supplier gives the Authority written notice specifying the breach and requiring its remedy.

- 2.6 In the event the licence of the Supplier Non-COTS Software or the Supplier Non-COTS Background IPRs is terminated pursuant to Paragraph 2.5, the Authority shall:
- (a) immediately cease all use of the Supplier Non-COTS Software or the Supplier Non-COTS Background IPRs (as the case may be);
  - (b) at the discretion of the Supplier, return or destroy documents and other tangible materials to the extent that they contain any of the Supplier Non-COTS Software and/or the Supplier Non-COTS Background IPRs, provided that if the Supplier has not made an election within 6 months of the termination of the licence, the Authority may destroy the documents and other tangible materials that contain any of the Supplier Non-COTS Software and/or the Supplier Non-COTS Background IPRs (as the case may be); and
  - (c) ensure, so far as reasonably practicable, that any Supplier Non-COTS Software and/or Supplier Non-COTS Background IPRs that are held in electronic, digital or other machine-readable form ceases to be readily accessible (other than by the information technology staff of the Authority) from any computer, word processor, voicemail system or any other device containing such Supplier Non-COTS Software and/or Supplier Non-COTS Background IPRs.

#### **Authority's right to sub-license**

2.7 Subject to Paragraph 2.17 (*Patents*) the Authority may sub-license:

- (a) the rights granted under Paragraph 2.4(a) (*Supplier Software and Supplier Background IPRs*) to a third party (including for the avoidance of doubt, any Replacement Supplier) provided that:
  - (i) the sub-licence is on terms no broader than those granted to the Authority;
  - (ii) the sub-licence authorises the third party to use the rights licensed in Paragraph 2.4(a) (*Supplier Software and Supplier Background IPRs*) only for purposes relating to the Services (or substantially equivalent services) or for any purpose



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- relating to the exercise of the Authority's (or any other Central Government Body's) business or function; and
- (iii) the sub-licensee shall have executed a confidentiality undertaking in favour of the Supplier in or substantially in the form set out in Annex 2 to Schedule 12 (*Software*); and
- (b) the rights granted under Paragraph 2.4(a) (*Supplier Software and Supplier Background IPRs*) to any Approved Sub-Licensee to the extent necessary to use and/or obtain the benefit of the Specially Written Software and/or the Project Specific IPRs provided that:
- (i) the sub-licence is on terms no broader than those granted to the Authority; and
  - (ii) the Supplier has received a confidentiality undertaking in its favour in or substantially in the form set out in Annex 2 to Schedule 12 (*Software*) duly executed by the Approved Sub-Licensee.

**Authority's right to assign/novate licences**

- 2.8 The Authority may assign, novate or otherwise transfer its rights and obligations under the licences granted pursuant to Paragraph 2.4(a) (*Supplier Software and Supplier Background IPRs*) to:
- (a) A Central Government Body; or
  - (b) to any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Authority.
- 2.9 Any change in the legal status of the Authority which means that it ceases to be a Central Government Body shall not affect the validity of any licence granted in Paragraph 2.4 (*Supplier Software and Supplier Background IPRs*). If the Authority ceases to be a Central Government Body, the successor body to the Authority shall still be entitled to the benefit of the licence granted in Paragraph 2.4 (*Supplier Software and Supplier Background IPRs*).
- 2.10 If a licence granted in Paragraph 2.4 (*Supplier Software and Supplier Background IPRs*) is novated under Paragraph 2.8 (*Authority's right to assign/novate licences*) or there is a change of the Authority's status pursuant to Paragraph 2.9, the rights acquired on that novation or change of status shall not extend beyond those previously enjoyed by the Authority.

**Third Party Software and Third Party IPRs**

- 2.11 The Supplier shall not use in the provision of the Services (including in any Specially Written Software or in the software element of Project Specific IPRs) any Third Party Non-COTS Software or Third Party Non-COTS IPRs unless

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detailed in Schedule 12 (*Software*) or approval is granted by the Authority following a review by the Technical Board and has in each case either:

- (a) first procured that the owner or an authorised licensor of the relevant Third Party Non-COTS IPRs or Third Party Non-COTS Software (as the case may be) has granted a direct licence to the Authority on a royalty-free basis to the Authority and on terms no less favourable to the Authority than those set out in Paragraphs 2.4(a) and 2.5 (*Supplier Software and Supplier Background IPRs*) and Paragraph 2.8 (*Authority's right to assign/novate licences*); or
- (b) complied with the provisions of Paragraph 2.12.

2.12 If the Supplier cannot obtain for the Authority a licence in respect of any Third Party Non-COTS Software and/or Third Party Non-COTS IPRs in accordance with the licence terms set out in Paragraph 2.11(a), the Supplier shall:

- (a) notify the Authority in writing giving details of what licence terms can be obtained from the relevant third party and whether there are alternative software providers which the Supplier could seek to use; and
- (b) use the relevant Third Party Non-COTS Software and/or Third Party Non-COTS IPRs only if the Authority has first approved in writing either:
  - (i) the terms of the licence from the relevant third party; or
  - (ii) use without a licence, with reference to the acts authorised and the specific IPR involved. In spite of any other provisions of the Contract and for the avoidance of doubt, award of this Contract by the Authority and the ordering of any Deliverable under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 Section 12 of the Registered Designs Act 1949 or Sections 240 – 243 of the Copyright, Designs and Patents Act 1988.

2.13 The Supplier shall:

- (a) notify the Authority in writing of all Third Party COTS Software and Third Party COTS IPRs that it uses and the terms on which it uses them; and
- (b) unless instructed otherwise in writing by the Authority in any case within 20 Working Days of notification pursuant to Paragraph 2.12(a), use all reasonable endeavours to procure in each case that the owner or an authorised licensor of the relevant Third Party COTS Software and Third Party COTS IPRs grants a direct licence to the Authority on terms no less favourable (including

as to indemnification against IPRs Claims) than those on which such software is usually made commercially available by the relevant third party.

- 2.14 Should the Supplier become aware at any time, including after termination, that the Specially Written Software and/or the Project Specific IPRs contain any Intellectual Property Rights for which the Authority does not have a suitable licence, then the Supplier must notify the Authority within ten (10) days of what those rights are and which parts of the Specially Written Software and the Project Specific IPRs they are found in.

### **Termination and Replacement Suppliers**

- 2.15 For the avoidance of doubt, the termination or expiry of this Contract shall not of itself result in any termination of any of the licences granted by the Supplier or relevant third party pursuant to or as contemplated by this Paragraph 2.
- 2.16 The Supplier shall, if requested by the Authority in accordance with Schedule 25 (*Exit Management*) and at the Supplier's cost:
- (a) grant (or procure the grant) to any Replacement Supplier of:
    - (i) a licence to use any Supplier Non-COTS Software, Supplier Non-COTS Background IPRs, Third Party Non-COTS IPRs and/or Third Party Non-COTS Software on a royalty-free basis to the Replacement Supplier and on terms no less favourable than those granted to the Authority in respect of the relevant Software and/or IPRs pursuant to or as contemplated by this Paragraph 2 subject to receipt by the Supplier of a confidentiality undertaking in its favour in or substantially in the form set out in Annex 2 to Schedule 12 (*Software*) duly executed by the Replacement Supplier;
    - (ii) a licence to use any Supplier COTS Software and/or Supplier COTS Background IPRs, on terms no less favourable (including as to indemnification against IPRs Claims) than those on which such software is usually made commercially available by the Supplier; and/or
  - (b) use all reasonable endeavours to procure the grant to any Replacement Supplier of a licence to use any Third Party COTS Software and/or Third Party COTS IPRs on terms no less favourable (including as to indemnification against IPRs Claims) than those on which such software is usually made commercially available by the relevant third party.

### **Patents**

- 2.17 Where a patent owned by the Supplier is necessarily infringed by the use of the Specially Written Software or Project Specific IPRs by the Authority or any Replacement Supplier, the Supplier hereby grants to the Authority and the

Replacement Supplier a non-exclusive, irrevocable, royalty-free, worldwide patent licence to use the infringing methods, materials or software solely for the purpose for which they were delivered under this Contract.

### **3 LICENCES GRANTED BY THE AUTHORITY**

- 3.1 The Authority hereby grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Term to use the Authority Software, the Authority Background IPRs, the Specially Written Software, the Project Specific IPRs and the Authority Data solely to the extent necessary for performing the Services in accordance with this Contract, including (but not limited to) the right to grant sub-licences to Sub-contractors provided that:
- (a) any relevant Sub-contractor has entered into a confidentiality undertaking with the Supplier on the same terms as set out in Clause 22 (*Confidentiality*); and
  - (b) the Supplier shall not, without the Authority's prior written consent, use the licensed materials for any other purpose or for the benefit of any person other than the Authority.
- 3.2 In the event of the termination or expiry of this Contract, the licence granted pursuant to Paragraph 3.1 and any sub-licence granted by the Supplier in accordance with Paragraph 3.1 shall terminate automatically on the date of such termination or expiry and the Supplier shall:
- (a) immediately cease all use of the Authority Software, the Authority Background IPRs and the Authority Data (as the case may be);
  - (b) at the discretion of the Authority, return or destroy documents and other tangible materials that contain any of the Authority Software, the Authority Background IPRs and the Authority Data, provided that if the Authority has not made an election within 6 months of the termination of the licence, the Supplier may destroy the documents and other tangible materials that contain any of the Authority Software, the Authority Background IPRs and the Authority Data (as the case may be); and
  - (c) ensure, so far as reasonably practicable, that any Authority Software, Authority Background IPRs and Authority Data that are held in electronic, digital or other machine-readable form ceases to be readily accessible from any Supplier computer, word processor, voicemail system or any other Supplier device containing such Authority Software, Authority Background IPRs and/or Authority Data.

### **4 NOT USED**