

**FRAMEWORK SCHEDULE 4**

**GRANTS & PROGRAMMES SERVICES CALL OFF ORDER FORM AND GRANTS & PROGRAMMES  
SERVICES CALL OFF TERMS**

**PART 1 – GRANTS & PROGRAMMES SERVICES CALL OFF ORDER FORM**

**SECTION A**

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreement for the provision of Grants and Programme Services Lot 5 dated **3<sup>rd</sup> August 2016**.

The Supplier agrees to supply the Services specified below on and subject to the terms of this Call Off Contract.

For the avoidance of doubt this Call Off Contract consists of the terms set out in this Call Off Order Form and the Call Off Terms.

Order Number	<b>RPC CF DP 1</b>
From	<b>The Secretary of State for Work and Pensions ("CUSTOMER") REDACTED</b>
To	<b>Ecorys UK Limited ("SUPPLIER")</b>

**SECTION B**

**1. CALL OFF CONTRACT PERIOD**

<b>1.1.</b>	<b>Call Off Commencement Date:</b>
<b>1.2.</b>	<b>Expiry Date:</b>  End date of Initial Period <b>31<sup>st</sup> May 2020</b>  End date of Extension Period <b>31<sup>st</sup> May 2021</b>  Minimum written notice to Supplier in respect of extension: <b>no less than 3 months</b>

**2. SERVICES**

<b>2.1</b>	<b>Services required:</b>  In Call Off Schedule 2 (Services)
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### 3 IMPLEMENTATION PLAN

<b>3.1.</b>	<b>Implementation Plan REDACTED</b>  The draft Implementation Plan provided as part of the Supplier's Tender response will be incorporated at Schedule 15 of the Call-off Contract Terms and Conditions.  The Supplier shall provide the Customer with a final Implementation Plan for Approval within 5 Working Days from the Call Off Commencement Date which will be incorporated into Schedule 4 of the Call-off Contract Terms and Conditions.
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### 4. CONTRACT PERFORMANCE

<b>4.1.</b>	<b>Standards:</b>  The Supplier shall be required at all times to ensure the Services are delivered in accordance with the Cabinet Office Grant Standards and all applicable law including equality and data protection.  In addition, the Supplier shall be required at all times to take all reasonable steps to ensure that the successful bids are delivered in accordance with the Cabinet Office Grant Standards and all applicable law including equality and data protection.
<b>4.2</b>	<b>Service Levels/Service Credits:</b>  In Annex 1 of Part A of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring)  <b>Service Credit Cap</b> (Call Off Schedule 1 (Definitions)):  For the purpose of limb (a) of the definition of Service Credit Cap in Call Off Schedule 1 (Definitions), Charges shall be capped at 20% of the estimated annual Call Off Contract Charges.  For the purpose of limb (b) of the definition of Service Credit Cap in Call Off Schedule 1 (Definitions), the applicable percentage of Call Off Contract Charges shall be 20%  <b>Customer periodic reviews of Service Levels</b> (Clause 13.7.1 of the Call Off Terms): Not applied
<b>4.3</b>	<b>Critical Service Level Failure:</b>  In relation to Service Levels, a Critical Service Level Failure shall be failure to achieve the Service Level Threshold for any Service Level during any Service Period, as defined in the Call-off Schedule 6, Part A, Paragraph 5.1
<b>4.4</b>	<b>Performance Monitoring:</b>  In Part B of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring)

4.5	<b>Period for providing Rectification Plan:</b>
	In Clause 38.2.1(a) of the Call Off Terms

**5. PERSONNEL**

5.1	<p><b>Key Personnel:</b></p> <p><b>Supplier:</b></p> <p><b>Leadership Team</b>  <b>REDACTED</b></p> <p><b>Communications and Marketing Experts</b>  <b>REDACTED</b></p> <p><b>Grants Experts</b>  <b>REDACTED</b></p> <p><b>Evidence Gathering, insight and Learning Team</b>  <b>REDACTED</b></p> <p><b>Digital Experts</b>  <b>REDACTED</b></p>
5.2	<p><b>Relevant Convictions</b> (Clause 27.2 of the Call Off Terms):  Not Applicable</p>

**6. PAYMENT**

6.1	<p><b>Call Off Contract Charges</b> (including any applicable discount(s), but excluding VAT): In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing) No Indexation shall apply.</p>
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6.2	<p><b>Payment terms/profile</b> (including method of payment e.g. Government Procurement Card (GPC) or BACS):</p> <p>In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)</p>
	<p>Payment will be made against Milestones, following which a Satisfaction Certificate will be issued by the Customer to the Supplier.</p> <p>Service Period Charges shall be paid in arrears.</p> <p>Payment will be made following receipt of a Valid Invoice and Supporting Documentation.</p>
6.3	<p><b>Reimbursable Expenses:</b></p> <p>Not permitted</p>
6.4	<p><b>Customer billing address</b> (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p><b>Department for Work and Pensions</b></p> <p><b>3rd Floor, Companies House,</b></p> <p><b>Crown Way,</b></p> <p><b>Maindy,</b></p> <p><b>Cardiff</b></p> <p><b>CF14 3UW</b></p> <p><a href="mailto:apinvoices-dwp-u@sscl.gse.gov.uk">apinvoices-dwp-u@sscl.gse.gov.uk</a></p>
6.5	<p><b>Call Off Contract Charges fixed for</b> (paragraph 8.2 of Schedule 3 Call Off Contract Charges, Payment and Invoicing):</p> <p><b>The Duration of the</b> Call Off Contract Period. This is based on the £300,000k target price. Any extension charges shall be agreed as part of the Contract Variation process and shall be based on the Call Off Contract Charges.</p>
6.6	<p><b>Supplier periodic assessment of Call Off Contract Charges</b> (paragraph 9.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing) will be carried out on:</p> <p><b>31 May 2019 and 31 January 2020</b></p>
6.7	<p><b>Supplier request for increase in the Call Off Contract Charges</b> (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing):</p> <p>Not Permitted</p>

## 7. LIABILITY AND INSURANCE

7.1	<p><b>Estimated Year 1 Call Off Contract Charges:</b></p> <p><b>REDACTED</b></p>
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<b>7.2</b>	<b>Supplier's limitation of Liability</b> (Clause 36.2.1 of the Call Off Terms); 150% of Estimated Year 1 Call Off Contract Charges
<b>7.3</b>	<b>Insurance</b> (Clause 37.3 of the Call Off Terms): Not used

## 8. TERMINATION AND EXIT

<b>8.1</b>	<b>Termination on material Default</b> (Clause 41.2 of the Call Off Terms): In Clause 41.2 of the Call Off Terms
<b>8.2</b>	<b>Termination without cause notice period</b> (Clause 41.7.1 of the Call Off Terms): In Clause 41.7.1 of the Call Off Terms
<b>8.3</b>	<b>Undisputed Sums Limit:</b> In Clause 42.1.1 of the Call Off Terms
<b>8.4</b>	<b>Exit Management:</b> In Call Off Schedule 9 (Exit Management)

## 9. SUPPLIER INFORMATION

<b>9.1</b>	<b>Supplier's inspection of Sites, Customer Property and Customer Assets:</b> Not used		
<b>9.2</b>	<b>Commercially Sensitive Information:</b>		
	<b>Page Number (in your tender)</b>	<b>Clause/paragraph numbered (or other identification)</b>	<b>Explanation of harm which may result from disclosure, indicating the relevant FoI Act exemption applied and time period applicable to any sensitivity</b>
	Annex C , Pricing Proposal – Ecorys UK Ltd	Day Rates, discounts and discounted day rate information as per “Assumptions Fixed” and “Assumptions Variable” tabs	S(2) 43 Commercial interests Time period: Indefinite  Harm: Significant commercial disadvantage via market competitors knowing our day rates, discount and pricing strategies

## 10. OTHER CALL OFF REQUIREMENTS

10.1	<p><b>Recitals</b> (in preamble to the Call Off Terms):</p> <p>Recital A - date of issue of the Statement of Requirements: <b>8 October 2018</b></p> <p>Recital B - date of receipt of Call Off Tender: <b>1 November 2018</b></p>
10.2	<p><b>Call Off Guarantee (Clause 4 of the Call Off Terms):</b></p>

	<p>Not used</p>
10.3	<p><b>Security:</b></p> <p>Select short form security requirements</p> <p>AND</p> <p>Security Policy</p>
10.4	<p><b>ICT Policy:</b></p> <p>Not applied</p>
10.5	<p><b>Testing:</b></p> <p>In Call Off Schedule 5 (Testing)</p>
10.6	<p><b>Business Continuity &amp; Disaster Recovery:</b> In Call Off Schedule 8 (Business Continuity and Disaster Recovery)</p> <p><b>Disaster Period:</b> For the purpose of the definition of “Disaster” in Call Off Schedule 1 (Definitions) the “Disaster Period” shall be 2 Working Days.</p>
10.7	<p><b>Failure of Supplier Equipment (Clause 32.8 of the call off Terms):</b></p> <p>Not applied</p>
10.8	<p><b>Protection of Customer Data</b> (Clause 34.2.3 of the Call Off Terms):</p> <p>Not applied</p>
10.9	<p><b>Notices</b> (Clause 55.6 of the Call Off Terms):</p> <p>Customer’s postal address and email address: Commercial Directorate, Room 1S25, Quarry House, Quarry Hill, Leeds LS2 7UA.</p> <p>Supplier’s postal address and email address: POST TENDER</p>

10.10	<b>Transparency Reports</b> In Call Off Schedule 13 (Transparency Reports)
10.11	<b>Alternative and/or additional provisions (including any Alternative and/or Additional Clauses under Call Off Schedule 14):</b> See Call Off Schedule 14 <div style="text-align: center;">   Admin and  Liquidation </div>
10.12	<b>Call Off Tender:</b>
	In Schedule 15 (Call Off Tender)

**FORMATION OF CALL OFF CONTRACT**

**BY SIGNING AND RETURNING THIS CALL OFF ORDER FORM (which may be done by electronic means) the Supplier agrees to enter a Call Off Contract with the Customer to provide the Services in accordance with the terms Call Off Order Form and the Call Off Terms.**

**The Parties hereby acknowledge and agree that they have read the Call Off Order Form and the Call Off Terms and by signing below agree to be bound by this Call Off Contract.**

**In accordance with paragraph 6 of Framework Schedule 5 (Call Off Procedure), the Parties hereby acknowledge and agree that this Call Off Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of the Call Off Order Form from the Supplier within two (2) Working Days from such receipt.**

**For and on behalf of the Supplier:**

Name and Title	<b>REDACTED</b>
Signature	<b>REDACTED</b>
Date	

**For and on behalf of the Customer:**

Name and Title	<b>REDACTED</b>
Signature	<b>REDACTED</b>
Date	

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## PART 2 – GRANTS & PROGRAMMES SERVICES CALL OFF TERMS

### TERMS AND CONDITIONS

#### RECITALS

- A. The Customer issued its Statement of Requirements for the provision of the Services on the date specified at paragraph 10.1 of the Call Off Order Form.
- B. In response to the Statement of Requirements the Supplier submitted a Call Off Tender to the Customer on the date specified at paragraph 10.1 of the Call Off Order form through which it provided to the Customer its solution for providing the Services.
- C. On the basis of the Call Off Tender, the Customer selected the Supplier to provide the Services to the Customer in accordance with the terms of this Call Off Contract.

#### A. PRELIMINARIES

##### 1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Call Off Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in Call Off Schedule 1 (Definitions) or the relevant Call Off Schedule in which that capitalised expression appears.
- 1.2 If a capitalised expression does not have an interpretation in Call Off Schedule 1 (Definitions) or relevant Call Off Schedule, it shall have the meaning given to it in the Framework Agreement. If no meaning is given to it in the Framework Agreement, 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 this Call Off 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 this Call Off Contract;
  - 1.3.8 references to "**Clauses**" and "**Call Off Schedules**" are, unless otherwise provided, references to the clauses and schedules of this Call Off Contract and references in any Call Off Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the

parts, paragraphs, annexes and tables of the Call Off Schedule in which these references appear; and

1.3.9 the headings in this Call Off Contract are for ease of reference only and shall not affect the interpretation or construction of this Call Off Contract.

1.4 Subject to Clauses 1.5 and 1.6 (Definitions and Interpretation), in the *event* of and only to the extent of any conflict between the Call Off Order Form, the Call Off Terms and the provisions of the Framework Agreement, the conflict shall be resolved in accordance with the following order of precedence:

1.4.1 the Framework Agreement, except Framework Schedule 21 (Tender);

1.4.2 the Call Off Order Form;

1.4.3 the Call Off Terms, except Call Off Schedule 15 (Call Off Tender);

1.4.4 Call Off Schedule 15 (Call Off Tender); and 1.4.5 Framework Schedule 21 (Tender).

1.5 Any permitted changes by the Customer to the Template Call Off Terms and the Template Call Off Order Form under Clause 5 (Call Off Procedure) of the Framework Agreement and Framework Schedule 5 (Call Off Procedure) prior to them becoming the Call Off Terms and the Call Off Order Form which comprise this Call Off Contract shall prevail over the Framework Agreement.

1.6 Where Call Off Schedule 15 (Call Off Tender) or Framework Schedule 21 (Tender) contain provisions which are more favourable to the Customer in relation to (the rest of) this Call Off Contract, such provisions of the Call Off Tender or the Tender shall prevail. The Customer shall in its absolute and sole discretion determine whether any provision in the Call Off Tender or Tender is more favourable to it in this context.

## **2. DUE DILIGENCE**

2.1 The Supplier acknowledges that:

2.1.1 the Customer 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 Call Off Contract;

2.1.2 it has made its own enquiries to satisfy itself as to the accuracy and adequacy of the Due Diligence Information;

2.1.3 it has raised all relevant due diligence questions with the Customer before the Call Off Commencement Date;

2.1.4 it has undertaken all necessary due diligence and has entered into this Call Off Contract in reliance on its own due diligence alone; and

2.1.5 it shall not be excused from the performance of any of its obligations under this Call Off Contract on the grounds of, nor shall the Supplier be entitled to recover any additional costs or charges, arising as a result of any:

(a) misinterpretation of the requirements of the Customer in the Call Off Order Form or elsewhere in this Call Off Contract;

(b) failure by the Supplier to satisfy itself as to the accuracy and/or adequacy of the Due Diligence Information; and/or

(c) failure by the Supplier to undertake its own due diligence.

### **3. REPRESENTATIONS AND WARRANTIES**

3.1 Each Party represents and warranties that:

- 3.1.1 it has full capacity and authority to enter into and to perform this Call Off Contract;
- 3.1.2 this Call Off Contract is executed by its duly authorised representative;
- 3.1.3 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 (or, in the case of the Supplier, any of its Affiliates) that might affect its ability to perform its obligations under this Call Off Contract; and
- 3.1.4 its obligations under this Call Off Contract constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms subject to applicable (as the case may be for each Party) 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:

- 3.2.1 it is validly incorporated, organised and subsisting in accordance with the Laws of its place of incorporation;
- 3.2.2 it has all necessary consents (including, where its procedures so require, the consent of its Parent Company) and regulatory approvals to enter into this Call Off Contract;
- 3.2.3 its execution, delivery and performance of its obligations under this Call Off Contract does not and will not constitute a breach of any Law or obligation applicable to it and does not and will not cause or result in a Default under any agreement by which it is bound;
- 3.2.4 as at the Call Off Commencement Date, all written statements and representations in any written submissions made by the Supplier as part of the procurement process, its Tender, Call Off Tender and any other documents submitted remain true and accurate except to the extent that such statements and representations have been superseded or varied by this Call Off Contract;
- 3.2.5 if the Call Off Contract Charges payable under this Call Off Contract exceed or are likely to exceed five (5) million pounds, as at the Call Off Commencement Date it has notified the Customer in writing of any Occasions of Tax NonCompliance or any litigation that it is involved in connection with any Occasions of Tax Non Compliance;
- 3.2.6 it has and shall continue to have all necessary rights in and to the Third Party IPR, the Supplier Background IPRs and any other materials made available by the Supplier (and/or any Sub-Contractor) to the Customer which are necessary for the performance of the Supplier's obligations under this Call Off Contract including the receipt of the Services by the Customer;
- 3.2.7 it shall take all steps, in accordance with Good Industry Practice, to prevent the introduction, creation or propagation of any disruptive elements (including any virus, worms and/or Trojans, spyware or other malware) into systems, data, software or the Customer's Confidential Information (held in electronic form) owned by or under the control of, or used by, the Customer;

- 3.2.8 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 Call Off Contract;
- 3.2.9 it is not affected by an Insolvency Event and 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 or similar officer in relation to any of the Supplier's assets or revenue; and
- 3.2.10 for the Call Off Contract Period and for a period of twelve (12) months after the termination or expiry of this Call Off Contract, the Supplier shall not employ or offer employment to any staff of the Customer which have been associated with the provision of the Services without Approval or the prior written consent of the Customer which shall not be unreasonably withheld.
- 3.3 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 undertaking in this Call Off Contract.
- 3.4 If at any time a Party becomes aware that a representation or warranty given by it under Clauses 3.1 and 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.
- 3.5 For the avoidance of doubt, the fact that any provision within this Call Off Contract is expressed as a warranty shall not preclude any right of termination the Customer may have in respect of breach of that provision by the Supplier which constitutes a material Default.

#### **4. CALL OFF GUARANTEE**

- 4.1 Where the Customer has stipulated in the Call Off Order Form that this Call Off Contract shall be conditional upon receipt of a Call Off Guarantee, then, on or prior to the Call Off Commencement Date or on any other date specified by the Customer, the Supplier shall deliver to the Customer:
- 4.1.1 an executed Call Off Guarantee from a Call Off Guarantor; and
- 4.1.2 a certified copy extract of the board minutes and/or resolution of the Call Off Guarantor approving the execution of the Call Off Guarantee.
- 4.2 The Customer may in its sole discretion at any time agree to waive compliance with the requirement in Clause 4.1 by giving the Supplier notice in writing.

#### **B. DURATION OF CALL OFF CONTRACT**

#### **5. CALL OFF CONTRACT PERIOD**

- 5.1 This Call Off Contract shall take effect on the Call Off Commencement Date and the term of this Call Off Contract shall be the Call Off Contract Period.
- 5.2 Where the Customer has specified a Call Off Extension Period in the Call Off Order Form, the Customer may extend this Call Off Contract for the Call Off Extension Period by providing written notice to the Supplier before the end of the Initial Call Off Period. The minimum period for the written notice shall be as specified in the Call Off Order Form.

## **C. CALL OFF CONTRACT PERFORMANCE**

### **6. IMPLEMENTATION PLAN**

#### **6.1 Formation of Implementation Plan**

- 6.1.1 Where an Implementation Plan has not been agreed and included in Call Off Schedule 4 (Implementation Plan) on the Call Off Commencement Date, but the Customer has specified in the Call Off Order Form that the Supplier shall provide a draft Implementation Plan prior to the commencement of the provision of the Services, the Supplier's draft must contain information at the level of detail necessary to manage the implementation stage effectively and as the Customer may require. The draft Implementation Plan shall take account of all dependencies known to, or which should reasonably be known to, the Supplier.
- 6.1.2 The Supplier shall submit the draft Implementation Plan to the Customer for Approval (such decision of the Customer to Approve or not shall not be unreasonably delayed or withheld) within such period as specified by the Customer in the Call Off Order Form.
- 6.1.3 The Supplier shall perform each of the Deliverables identified in the Implementation Plan by the applicable date assigned to that Deliverable in the Implementation Plan so as to ensure that each Milestone identified in the Implementation Plan is Achieved on or before its Milestone Date.
- 6.1.4 The Supplier shall monitor its performance against the Implementation Plan and Milestones (if any) and any other requirements of the Customer as set out in this Call Off Contract and report to the Customer on such performance.

#### **6.2 Control of Implementation Plan**

- 6.2.1 Subject to Clause 6.2.2, the Supplier shall keep the Implementation Plan under review in accordance with the Customer's instructions and ensure that it is maintained and updated on a regular basis as may be necessary to reflect the then current state of the provision of the Services. The Customer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan.
- 6.2.2 Changes to the Milestones (if any), Milestone Payments (if any) and Delay Payments (if any) shall only be made in accordance with the Variation Procedure and provided that the Supplier shall not attempt to postpone any of the Milestones using the Variation Procedure or otherwise (except in the event of a Customer Cause which affects the Supplier's ability to achieve a Milestone by the relevant Milestone Date).
- 6.2.3 Where so specified by the Customer in the Implementation Plan or elsewhere in this Call Off Contract, time in relation to compliance with a date, Milestone Date or period shall be of the essence and failure of the Supplier to comply with such date, Milestone Date or period shall be a material Default unless the Parties expressly agree otherwise.

#### **6.3 Rectification of Delay in Implementation**

- 6.3.1 If the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay under this Call Off Contract:
- (a) it shall:
- (i) notify the Customer as soon as practically possible and no later than within two (2) Working Days from becoming aware of the Delay or anticipated Delay;

- (ii) include in its notification an explanation of the actual or anticipated impact of the Delay;
  - (iii) comply with the Customer's instructions in order to address the impact of the Delay or anticipated Delay; and
  - (iv) 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 Milestone in respect which a Delay Payment has been specified in the Implementation Plan, Clause 6.4 (Delay Payments) shall apply.

#### 6.4 Delay Payments

6.4.1 If Delay Payments have been included in the Implementation Plan and a Milestone has not been achieved by the relevant Milestone Date, the Supplier shall pay to the Customer such Delay Payments (calculated as set out by the Customer in the Implementation Plan) and the following provisions shall apply:

- (a) the Supplier acknowledges and agrees that any Delay Payment is a price adjustment and not an estimate of the Loss that may be suffered by the Customer as a result of the Supplier's failure to Achieve the corresponding Milestone;
- (b) Delay Payments shall be the Customer's exclusive financial remedy for the Supplier's failure to Achieve a corresponding Milestone by its Milestone Date except where:
  - (i) the Customer is otherwise entitled to or does terminate this Call Off Contract pursuant to Clause 41 (Customer Termination Rights) except Clause 41.7 (Termination Without Cause); or
  - (ii) the delay exceeds the number of days (the "**Delay Period Limit**") specified in Call Off Schedule 4 (Implementation Plan) for the purposes of this sub-Clause, commencing on the relevant Milestone Date;
- (c) the Delay Payments will accrue on a daily basis from the relevant Milestone Date and shall continue to accrue until the date when the Milestone is Achieved (unless otherwise specified by the Customer in the Implementation Plan);
- (d) no payment or concession to the Supplier by the Customer or other act or omission of the Customer shall in any way affect the rights of the Customer to recover the Delay Payments or be deemed to be a waiver of the right of the Customer to recover any such damages unless such waiver complies with Clause 48 (Waiver and Cumulative Remedies) and refers specifically to a waiver of the Customer's rights to claim Delay Payments; and
- (e) the Supplier waives absolutely any entitlement to challenge the enforceability in whole or in part of this Clause 6.4.1 and Delay Payments shall not be subject to or count towards any limitation on liability set out in Clause 36 (Liability).

## **7. SERVICES**

### **7.1 Provision of the Services**

7.1.1 The Supplier acknowledges and agrees that the Customer relies on the skill and judgment of the Supplier in the provision of the Services and the performance of its obligations under this Call Off Contract.

7.1.2 The Supplier shall ensure that the Services:

- (a) comply in all respects with the description of the Services in Call Off Schedule 2 (Services) or elsewhere in this Call Off Contract; and
- (b) are supplied in accordance with the provisions of this Call Off Contract (including the Call Off Tender) and the Tender.

7.1.3 The Supplier shall perform its obligations under this Call Off Contract in accordance with:

- (a) all applicable Law;
- (b) Good Industry Practice;
- (c) the Standards;
- (d) the Security Policy;
- (e) the ICT Policy (if so required by the Customer); and
- (f) the Supplier's own established procedures and practices to the extent the same do not conflict with the requirements of Clauses 7.1.3(a) to 7.1.3(e).

7.1.4 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 Call Off Contract;
- (b) subject to Clause 22.1 (Variation Procedure), obtain, and maintain throughout the duration of this Call Off 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) ensure that any Services recommended or otherwise specified by the Supplier for use by the Customer in conjunction with the Deliverables and/or the Services shall enable the Deliverables and/or the Services to meet the requirements of the Customer;
- (d) ensure that the Supplier Assets will be free of all encumbrances (except as agreed in writing with the Customer); (e) ensure that the Services are fully compatible with any Customer Property or Customer Assets described in Call Off Schedule 4 (Implementation Plan) (or elsewhere in this Call Off Contract) or otherwise used by the Supplier in connection with this Call Off Contract;
- (f) minimise any disruption to the Sites and/or the Customer's operations when providing the Services;
- (g) ensure that any Documentation and training provided by the Supplier to the Customer are comprehensive, accurate and prepared in accordance with Good Industry Practice;

- (h) co-operate with the Other Suppliers and provide reasonable information (including any Documentation), advice and assistance in connection with the Services to any Other Supplier and, on the Call Off Expiry Date for any reason, to enable the timely transition of the supply of the Services (or any of them) to the Customer and/or to any Replacement Supplier;
- (i) assign to the Customer, or if it is unable to do so, shall (to the extent it is legally able to do so) hold on trust for the sole benefit of the Customer, all warranties and indemnities provided by third parties or any Sub-Contractor in respect of any Deliverables and/or the Services. Where any such warranties are held on trust, the Supplier shall enforce such warranties in accordance with any reasonable directions that the Customer may notify from time to time to the Supplier;
- (j) provide the Customer with such assistance as the Customer may reasonably require during the Call Off Contract Period in respect of the supply of the Services;
- (k) deliver the Services in a proportionate and efficient manner;
- (l) ensure that neither it, nor any of its Affiliates, embarrasses the Customer or otherwise brings the Customer into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in the Customer, regardless of whether or not such act or omission is related to the Supplier's obligations under this Call Off Contract; and
- (m) gather, collate and provide such information and co-operation as the Customer may reasonably request for the purposes of ascertaining the Supplier's compliance with its obligations under this Call Off Contract.

7.1.5 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.

## **8. SERVICES**

### **8.1 General application**

8.1.1 This Clause 8 shall apply if any Services have been included in Annex 1 of Call Off Schedule 2 (Services).

### **8.2 Time of Delivery of the Services**

8.2.1 The Supplier shall provide the Services on the date(s) specified in the Call Off Order Form (or elsewhere in this Call Off Contract) and the Milestone Dates (if any).

### **8.3 Location and Manner of Delivery of the Services**

8.3.1 Except where otherwise provided in this Call Off Contract, the Supplier shall provide the Services to the Customer through the Supplier Personnel at the Sites.

8.3.2 The Customer may inspect and examine the manner in which the Supplier provides the Services at the Sites and, if the Sites are not the Customer Premises, the Customer may carry out such inspection and examination during normal business hours and on reasonable notice.

#### **8.4 Undelivered Services**

8.4.1 In the event that any of the Services are not Delivered in accordance with Clauses 7.1 (Provision of the Services), 8.2 (Time of Delivery of the Services) and 8.3 (Location and Manner of Delivery of the Services) ("**Undelivered Services**"), the Customer, without prejudice to any other rights and remedies of the Customer howsoever arising, shall be entitled to withhold payment of the applicable Call Off Contract Charges for the Services that were not so Delivered until such time as the Undelivered Services are Delivered.

8.4.2 The Customer may, at its discretion and without prejudice to any other rights and remedies of the Customer howsoever arising, deem the failure to comply with Clauses 7.1, (Provision of the Services), 8.2 (Time of Delivery of the Services) and 8.3 (Location and Manner of Delivery of the Services) and meet the relevant Milestone Date (if any) to be a material Default.

#### **8.5 Obligation to Remedy of Default in the Supply of the Services**

8.5.1 Subject to Clauses 33.9.2 and 33.9.3 (IPR Indemnity) and without prejudice to any other rights and remedies of the Customer howsoever arising (including under Clauses 8.4.2 (Undelivered Services) and 38 (Customer Remedies for Default)), the Supplier shall, where practicable:

- (a) remedy any breach of its obligations in Clauses 7 and 8 within three (3) Working Days of becoming aware of the relevant Default or being notified of the Default by the Customer or within such other time period as may be agreed with the Customer (taking into account the nature of the breach that has occurred); and
- (b) meet all the costs of, and incidental to, the performance of such remedial work.

#### **8.6 Continuing Obligation to Provide the Services**

8.6.1 The Supplier shall continue to perform all of its obligations under this Call Off Contract and shall not suspend the provision of the Services, notwithstanding:

- (a) any withholding or deduction by the Customer of any sum due to the Supplier pursuant to the exercise of a right of the Customer to such withholding or deduction under this Call Off Contract;
- (b) the existence of an unresolved Dispute; and/or
- (c) any failure by the Customer to pay any Call Off Contract Charges, unless the Supplier is entitled to terminate this Call Off Contract under Clause 42.1 (Termination on Customer Cause for Failure to Pay) for failure by the Customer to pay undisputed Call Off Contract Charges.

#### **9. NOT USED**

#### **10. NOT USED**

#### **11. STANDARDS AND QUALITY**

11.1 The Supplier shall at all times during the Call Off Contract Period comply with the Standards and maintain, where applicable, accreditation with the relevant Standards' authorisation body.

11.2 Throughout the Call Off Contract Period, the Parties shall notify each other of any new or emergent standards which could affect the Supplier's provision, or the receipt by the Customer, of the Services.

The adoption of any such new or emergent standard, or changes to existing Standards (including any specified in the Call Off Order Form), shall be agreed in accordance with the Variation Procedure.

11.3 Where a new or emergent standard is to be developed or introduced by the Customer, the Supplier shall be responsible for ensuring that the potential impact on the Supplier's provision, or the Customer's receipt of the Services is explained to the Customer (within a reasonable timeframe), prior to the implementation of the new or emergent Standard.

11.4 Where Standards referenced conflict with each other or with best professional or industry practice adopted after the Call Off Commencement Date, then the later Standard or best practice shall be adopted by the Supplier. Any such alteration to any Standard or Standards shall require Approval (and the written consent of the Customer where the relevant Standard or Standards is/are included in Framework Schedule 2 (Services and Key Performance Indicators) and shall be implemented within an agreed timescale.

11.5 Where a standard, policy or document is referred to 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 Customer and the Parties shall agree the impact of such change.

## **12. TESTING**

12.1 This Clause 12 shall apply if so specified by the Customer in the Call Off Order Form.

12.2 The Parties shall comply with any provisions set out in Call Off Schedule 5 (Testing).

## **13. SERVICE LEVELS AND SERVICE CREDITS**

13.1 This Clause 13 shall apply where the Customer has specified Service Levels and Service Credits in the Call Off Order Form. Where the Customer has specified Service Levels but not Service Credits, only sub-clauses 13.2, 13.3 and 13.7 shall apply.

13.2 When this Clause 13.2 applies, the Parties shall also comply with the provisions of Part A (Service Levels and Service Credits) of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring).

13.3 The Supplier shall at all times during the Call Off Contract Period provide the Services to meet or exceed the Service Level Performance Measure for each Service Level Performance Criterion.

13.4 The Supplier acknowledges that any Service Level Failure may have a material adverse impact on the business and operations of the Customer and that it shall entitle the Customer to the rights set out in Part A of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring) including the right to any Service Credits.

13.5 The Supplier acknowledges and agrees that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Customer as a result of the Supplier's failure to meet any Service Level Performance Measure.

13.6 A Service Credit shall be the Customer's exclusive financial remedy for a Service Level Failure except where:

13.6.1 the Supplier has over the previous (twelve) 12 Month period accrued Service Credits in excess of the Service Credit Cap;

13.6.2 the Service Level Failure:

(a) exceeds the relevant Service Level Threshold;

(b) has arisen due to a Prohibited Act or wilful Default by the

Supplier or any Supplier Personnel; and

- (c) results in:
  - (i) the corruption or loss of any Customer Data (in which case the remedies under Clause 34.2.8 (Protection of Customer Data) shall also be available); and/or
  - (ii) the Customer being required to make a compensation payment to one or more third parties; and/or

13.6.3 the Customer is otherwise entitled to or does terminate this Call Off Contract pursuant to Clause 41 (Customer Termination Rights) except Clause 41.7 (Termination Without Cause).

13.7 Not more than once in each Call Off Contract Year, the Customer may, on giving the Supplier at least three (3) Months' notice, change the weighting of Service Level Performance Measure in respect of one or more Service Level Performance Criteria and the Supplier shall not be entitled to object to, or increase the Call Off Contract Charges as a result of such changes, provided that:

13.7.1 the total number of Service Level Performance Criteria for which the weighting is to be changed does not exceed the number set out, for the purposes of this clause, in the Call Off Order Form;

13.7.2 the principal purpose of the change is to reflect changes in the Customer's business requirements and/or priorities or to reflect changing industry standards; and

13.7.3 there is no change to the Service Credit Cap.

#### **14. CRITICAL SERVICE LEVEL FAILURE**

14.1 This Clause 14 shall apply if the Customer has specified both Service Credits and Critical Service Level Failure in the Call Off Order Form.

14.2 On the occurrence of a Critical Service Level Failure:

14.2.1 any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and

14.2.2 the Customer shall (subject to the Service Credit Cap set out in Clause 36.2.1(a) (Financial Limits)) be entitled to withhold and retain as compensation for the Critical Service Level Failure a sum equal to any Call Off Contract Charges which would otherwise have been due to the Supplier in respect of that Service Period ("Compensation for Critical Service Level Failure"), provided that the operation of this Clause 14.2 shall be without prejudice to the right of the Customer to terminate this Call Off Contract and/or to claim damages from the Supplier for material Default as a result of such Critical Service Level Failure.

14.3 The Supplier:

14.3.1 agrees that the application of Clause 14.2 is commercially justifiable where a Critical Service Level Failure occurs; and

14.3.2 acknowledges that it has taken legal advice on the application of Clause 14.2 and has had the opportunity to price for that risk when calculating the Call Off Contract Charges.

#### **15. BUSINESS CONTINUITY AND DISASTER RECOVERY**

15.1 This Clause 15 shall apply if the Customer has so specified in the Call Off Order Form.

15.2 The Parties shall comply with the provisions of Call Off Schedule 8 (Business Continuity and Disaster Recovery).

## **16. DISRUPTION**

16.1 The Supplier shall take reasonable care to ensure that in the performance of its obligations under this Call Off Contract it does not disrupt the operations of the Customer, its employees or any other contractor employed by the Customer.

16.2 The Supplier shall immediately inform the Customer of any actual or potential industrial action, whether such action be by the Supplier Personnel or others, which affects or might affect the Supplier's ability at any time to perform its obligations under this Call Off Contract.

16.3 In the event of industrial action by the Supplier Personnel, the Supplier shall seek Approval to its proposals for the continuance of the supply of the Services in accordance with its obligations under this Call Off Contract.

16.4 If the Supplier's proposals referred to in Clause 16.3 are considered insufficient or unacceptable by the Customer acting reasonably then the Customer may terminate this Call Off Contract for material Default.

16.5 If the Supplier is temporarily unable to fulfil the requirements of this Call Off Contract owing to disruption of normal business solely due to a Customer Cause, then subject to Clause 17 (Supplier Notification of Customer Cause), an appropriate allowance by way of an extension of time will be Approved by the Customer. In addition, the Customer will reimburse any additional expense reasonably incurred by the Supplier as a direct result of such disruption.

## **17. SUPPLIER NOTIFICATION OF CUSTOMER CAUSE**

17.1 Without prejudice to any other obligations of the Supplier in this Call Off Contract to notify the Customer in respect of a specific Customer Cause (including the notice requirements under Clause 42.1.1 (Termination on Customer Cause for Failure to Pay)), the Supplier shall:

17.1.1 notify the Customer as soon as reasonably practicable ((and in any event within two (2) Working Days of the Supplier becoming aware)) that a Customer Cause has occurred or is reasonably likely to occur, giving details of:

(a) the Customer Cause and its effect, or likely effect, on the Supplier's ability to meet its obligations under this Call Off Contract; and (b) any steps which the Customer can take to eliminate or mitigate the consequences and impact of such Customer Cause; and

(c) use all reasonable endeavours to eliminate or mitigate the consequences and impact of a Customer Cause, including any Losses that the Supplier may incur and the duration and consequences of any Delay or anticipated Delay.

## **18. CONTINUOUS IMPROVEMENT**

18.1 The Supplier shall have an ongoing obligation throughout the Call Off Contract Period to identify new or potential improvements to the provision of the Services in accordance with this Clause 18 with a view to reducing the Customer's costs (including the Call Off Contract Charges) and/or improving the quality and efficiency of the Services and their supply to the Customer. As part of this obligation the Supplier shall identify and report to the Customer once every twelve (12) months:

18.1.1 the emergence of new and evolving relevant technologies which could improve the Sites and/or the provision of the Services, and those technological advances potentially available to the Supplier and the Customer which the Parties may wish to adopt;

18.1.2 new or potential improvements to the provision of the Services including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support Services in relation to the Services;

18.1.3 changes in business processes and ways of working that would enable the Services to be provided at lower costs and/or at greater benefits to the Customer; and/or

18.1.4 changes to the Sites business processes and ways of working that would enable reductions in the total energy consumed annually in the provision of the Services.

18.2 The Supplier shall ensure that the information that it provides to the Customer shall be sufficient for the Customer to decide whether any improvement should be implemented. The Supplier shall provide any further information that the Customer requests.

18.3 If the Customer wishes to incorporate any improvement identified by the Supplier, the Customer shall request a Variation in accordance with the Variation Procedure and the Supplier shall implement such Variation at no additional cost to the Customer.

#### **D. CALL OFF CONTRACT GOVERNANCE**

#### **19. PERFORMANCE MONITORING**

19.1 The Supplier shall comply with the monitoring requirements set out in Part B (Performance Monitoring) of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring).

#### **20. REPRESENTATIVES**

20.1 Each Party shall have a representative for the duration of this Call Off 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 Call Off Contract.

20.2 The initial Supplier Representative shall be the person named as such in the Call Off Order Form. Any change to the Supplier Representative shall be agreed in accordance with Clause 27 (Supplier Personnel).

20.3 If the initial Customer Representative is not specified in the Call Off Order Form, the Customer shall notify the Supplier of the identity of the initial Customer Representative within five (5) Working Days of the Call Off Commencement Date. The Customer may, by written notice to the Supplier, revoke or amend the authority of the Customer Representative or appoint a new Customer Representative.

#### **21. RECORDS, AUDIT ACCESS AND OPEN BOOK DATA**

21.1 The Supplier shall keep and maintain for seven (7) years after the Call Off Expiry Date (or as long a period as may be agreed between the Parties), full and accurate records and accounts of the operation of this Call Off Contract including the Services provided under it, any Sub-Contracts and the amounts paid by the Customer.

21.2 The Supplier shall:

21.2.1 keep the records and accounts referred to in Clause 21.1 in accordance with Good Industry Practice and Law; and

21.2.2 afford any Auditor access to the records and accounts referred to in Clause 21.1 at the Supplier's premises and/or provide records and accounts (including copies of the Supplier's published accounts) or copies of the same, as may be required by any of the Auditors from time to time during the Call Off Contract Period and the period specified in Clause 21.1, in order that the Auditor(s) may carry out an inspection to assess compliance by the Supplier and/or its SubContractors of any of the Supplier's obligations

under this Call Off Contract including in order to:

- (a) verify the accuracy of the Call Off Contract Charges and any other amounts payable by the Customer under this Call Off Contract (and proposed or actual variations to them in accordance with this Call Off Contract);
- (b) verify the costs of the Supplier (including the costs of all SubContractors and any third party suppliers) in connection with the provision of the Services;
- (c) verify the Open Book Data;
- (d) verify the Supplier's and each Sub-Contractor's compliance with the applicable Law;
- (e) identify or investigate an actual or suspected Prohibited Act, impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Customer shall have no obligation to inform the Supplier of the purpose or objective of its investigations;
- (f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, the Framework Guarantor and/or the Call Off Guarantor and/or any Sub-Contractors or their ability to perform the Services;
- (g) obtain such information as is necessary to fulfil the Customer's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;
- (h) review any books of account and the internal contract management accounts kept by the Supplier in connection with this Call Off Contract;
- (i) carry out the Customer's internal and statutory audits and to prepare, examine and/or certify the Customer's annual and interim reports and accounts;
- (j) 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 Customer has used its resources;
- (k) review any Performance Monitoring Reports provided under Part B of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring) and/or other records relating to the Supplier's performance of the provision of the Services and to verify that these reflect the Supplier's own internal reports and records;
- (l) verify the accuracy and completeness of any information delivered or required by this Call Off Contract;
- (m) review the Supplier's quality management systems (including any quality manuals and procedures);
- (n) review the Supplier's compliance with the Standards;

- (o) inspect the Customer Assets, including the Customer's IPRs, equipment and facilities, for the purposes of ensuring that the Customer Assets are secure and that any register of assets is up to date; and/or
- (p) review the integrity, confidentiality and security of the Customer Data.

21.3 The Customer shall use reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Supplier or delay the provision of the Services save insofar as the Supplier accepts and acknowledges that control over the conduct of audits carried out by the Auditor(s) is outside of the control of the Customer.

21.4 Subject to the Supplier's rights in respect of Confidential Information, the Supplier shall on demand provide the Auditor(s) with all reasonable co-operation and assistance in:

21.4.1 all reasonable information requested by the Customer within the scope of the audit;

21.4.2 reasonable access to sites controlled by the Supplier and to any Supplier

Equipment used in the provision of the Services; and 21.4.3 access to the Supplier Personnel.

21.5 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Clause 21, unless the audit reveals a Default by the Supplier in which case the Supplier shall reimburse the Customer for the Customer's reasonable costs incurred in relation to the audit.

## 22. CHANGE

### 22.1 Variation Procedure

22.1.1 Subject to the provisions of this Clause 22 and of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing), either Party may request a variation to this Call Off Contract provided that such variation does not amount to a material change of this Call Off Contract within the meaning of the Regulations and the Law. Such a change once implemented is hereinafter called a "**Variation**".

22.1.2 A Party may request a Variation by completing, signing and sending the Variation Form to the other Party giving sufficient information for the receiving Party to assess the extent of the proposed Variation and any additional cost that may be incurred.

22.1.3 Where the Customer has so specified on receipt of a Variation Form from the Supplier, the Supplier shall carry out an impact assessment of the Variation on the Services (the "**Impact Assessment**"). The Impact Assessment shall be completed in good faith and shall include:

- (a) details of the impact of the proposed Variation on the Services and the Supplier's ability to meet its other obligations under this Call Off Contract;
- (b) details of the cost of implementing the proposed Variation;
- (c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Call Off Contract Charges, any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;
- (d) a timetable for the implementation, together with any proposals for the testing of the Variation; and
- (e) such other information as the Customer may reasonably request in (or in response to) the Variation request.

22.1.4 The Parties may agree to adjust the time limits specified in the Variation Form to allow for the preparation of the Impact Assessment.

22.1.5 Subject to 22.1.4, the receiving Party shall respond to the request within the time limits specified in the Variation Form. Such time limits shall be reasonable and ultimately at the discretion of the Customer having regard to the nature of the Services and the proposed Variation.

22.1.6 In the event that:

- (a) the Supplier is unable to agree to or provide the Variation; and/or
- (b) the Parties are unable to agree a change to the Call Off Contract Charges that may be included in a request of a Variation or response to it as a consequence thereof, the Customer may:
  - (i) agree to continue to perform its obligations under this Call Off Contract without the Variation; or
  - (ii) terminate this Call Off Contract with immediate effect, except where the Supplier has already fulfilled part or all of the provision of the Services in accordance with this Call Off Contract or where the Supplier can show evidence of substantial work being carried out to provide the Services under this Call Off Contract, and in such a case the Parties shall attempt to agree upon a resolution to the matter. Where a resolution cannot be reached, the matter shall be dealt with under the Dispute Resolution Procedure.

22.1.7 If the Parties agree the Variation, the Supplier shall implement such Variation and be bound by the same provisions so far as is applicable, as though such Variation was stated in this Call Off Contract.

## 22.2 Legislative Change

22.2.1 The Supplier shall neither be relieved of its obligations under this Call Off Contract nor be entitled to an increase in the Call Off Contract Charges as the result of a:

- (a) General Change in Law;
- (b) Specific Change in Law where the effect of that Specific Change in Law on the Services is reasonably foreseeable at the Call Off Commencement Date.

22.2.2 If a Specific Change in Law occurs or will occur during the Call Off Contract Period (other than as referred to in Clause 22.2.1(b)), the Supplier shall:

- (a) notify the Customer as soon as reasonably practicable of the likely effects of that change including:
  - (i) whether any Variation is required to the provision of the Services, the Call Off Contract Charges or this Call Off 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 Service Level Performance Measures; and
- (b) provide to the Customer with evidence:

- (i) that the Supplier has minimised 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 18 (Continuous Improvement), has been taken into account in amending the Call Off Contract Charges.

22.2.3 Any change in the Call Off Contract Charges or relief from the Supplier's obligations resulting from a Specific Change in Law (other than as referred to in Clause 22.2.1(b)) shall be implemented in accordance with the Variation Procedure.

## **E. PAYMENT, TAXATION AND VALUE FOR MONEY PROVISIONS**

### **23. CALL OFF CONTRACT CHARGES AND PAYMENT**

#### **23.1 Call Off Contract Charges**

23.1.1 In consideration of the Supplier carrying out its obligations under this Call Off Contract, including the provision of the Services, the Customer shall pay the undisputed Call Off Contract Charges in accordance with the pricing and payment profile and the invoicing procedure in Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing).

23.1.2 Except as otherwise provided, each Party shall bear its own costs and expenses incurred in respect of compliance with its obligations under Clauses 12 (Testing), 21 (Records, Audit Access and Open Book Data), 34.5 (Freedom of Information) and 34.6.1 (Protection of Personal Data).

23.1.3 If the Customer fails to pay any undisputed Call Off Contract Charges properly invoiced under this Call Off 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.

23.1.4 If at any time during this Call Off Contract Period the Supplier reduces its Framework Prices for any Services which are provided under the Framework Agreement (whether or not such Services are offered in a catalogue, if any, which is provided under the Framework Agreement) in accordance with the terms of the Framework Agreement, the Supplier shall immediately reduce the Call Off Contract Charges for such Services under this Call Off Contract by the same amount.

#### **23.2 VAT**

23.2.1 The Call Off Contract Charges are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Customer following delivery of a Valid Invoice.

23.2.2 The Supplier shall indemnify the Customer on a continuing basis against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on the Customer at any time (whether before or after

the making of a demand pursuant to the indemnity hereunder) in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under this Call Off Contract. Any amounts due under Clause 23.2 (VAT) shall be paid in cleared

funds by the Supplier to the Customer not less than five (5) Working Days before the date upon which the tax or other liability is payable by the Customer.

### **23.3 Retention and Set Off**

23.3.1 The Customer may retain or set off any amount owed to it by the Supplier against any amount due to the Supplier under this Call Off Contract or under any other agreement between the Supplier and the Customer.

23.3.2 If the Customer wishes to exercise its right pursuant to Clause 23.3.1 it shall give notice to the Supplier within thirty (30) days of receipt of the relevant invoice, setting out the Customer's reasons for retaining or setting off the relevant Call Off Contract Charges.

23.3.3 The Supplier shall make any payments due to the Customer without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Supplier has obtained a sealed court order requiring an amount equal to such deduction to be paid by the Customer to the Supplier.

### **23.4 Foreign Currency**

23.4.1 Any requirement of Law to account for the Services in any currency other than Sterling, (or to prepare for such accounting) instead of and/or in addition to Sterling, shall be implemented by the Supplier free of charge to the Customer.

23.4.2 The Customer shall provide all reasonable assistance to facilitate compliance with Clause 23.4.1 by the Supplier.

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

23.5.1 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 Call Off Contract, the Supplier shall:

(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 Customer against any income tax, national insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made (whether before or after the making of a demand pursuant to the indemnity hereunder) in connection with the provision of the Services by the Supplier or any Supplier Personnel.

23.5.2 In the event that any one of the Supplier Personnel is a Worker as defined in Call Off Schedule 1 (Definitions) who receives consideration relating to the Services, then, in addition to its obligations under Clause 23.5.1, the Supplier shall ensure that its contract with the Worker contains the following requirements:

(a) that the Customer may, at any time during the Call Off Contract Period, request that the Worker provides information which demonstrates how the Worker complies with the requirements of Clause 23.5.1, or why those requirements do not apply to it. In such case, the Customer may specify the information which the Worker must provide and the period within which that information must be provided;

- (b) that the Worker's contract may be terminated at the Customer's request if:
  - (i) the Worker fails to provide the information requested by the Customer within the time specified by the Customer under Clause 23.5.2(a); and/or
  - (ii) the Worker provides information which the Customer considers is inadequate to demonstrate how the Worker complies with Clause 23.5.1 or confirms that the Worker is not complying with those requirements; and
- (c) that the Customer may supply any information it receives from the Worker to HMRC for the purpose of the collection and management of revenue for which they are responsible.

#### **24. PROMOTING TAX COMPLIANCE**

24.1 This Clause 24 shall apply if the Call Off Contract Charges payable under this Call Off Contract exceed or are likely to exceed five (5) million pounds during the Call Off Contract Period.

24.2 If, at any point during the Call Off Contract Period, an Occasion of Tax Non-Compliance occurs, the Supplier shall:

24.2.1 notify the Customer in writing of such fact within five (5) Working Days of its occurrence; and

24.2.2 promptly provide to the Customer:

- (a) details of the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and
- (b) such other information in relation to the Occasion of Tax NonCompliance as the Customer may reasonably require.

24.3 In the event that the Supplier fails to comply with this Clause 24 and/or does not provide details of proposed mitigating factors which in the reasonable opinion of the Customer are acceptable, then the Customer reserves the right to terminate this Call Off Contract for material Default.

#### **25. BENCHMARKING**

25.1 Notwithstanding the Supplier's obligations under Clause 18 (Continuous Improvement), the Customer shall be entitled to regularly benchmark the Call Off Contract Charges and level of performance by the Supplier of the supply of the Services, against other suppliers providing Services substantially the same as the Services during the Call Off Contract Period.

25.2 The Customer, acting reasonably, shall be entitled to use any model to determine the achievement of value for money and to carry out the benchmarking evaluation referred to in Clause 25.1 above.

25.3 The Customer shall be entitled to disclose the results of any benchmarking of the Call Off Contract Charges and provision of the Services to the Authority and any Contracting Authority (subject to the Contracting Authority entering into reasonable confidentiality undertakings).

25.4 The Supplier shall use all reasonable endeavours and act in good faith to supply information required by the Customer in order to undertake the benchmarking and such information requirements shall be at the discretion of the Customer.

25.5 Where, as a consequence of any benchmarking carried out by the Customer, the Customer decides improvements to the Services should be implemented such improvements shall be implemented by way of the Variation Procedure at no additional cost to the Customer.

25.6 The benefit of any work carried out by the Supplier at any time during the Call Off Contract Period to update, improve or provide the Services, facilitate their delivery to any other Contracting Authority and/or any alterations or variations to the Charges or the provision of the Services, which are identified in the Continuous Improvement Plan produced by the Supplier and/or as a consequence of any benchmarking carried out by the Authority pursuant to Framework Schedule 12 (Continuous Improvement and Benchmarking), shall be implemented by the Supplier in accordance with the Variation Procedure and at no additional cost to the Customer.

**F. SUPPLIER PERSONNEL AND SUPPLY CHAIN MATTERS**

**26. KEY PERSONNEL**

26.1 This Clause 26 shall apply where the Customer has specified Key Personnel in the Call Off Order Form.

26.2 The Call Off Order Form lists the key roles (“**Key Roles**”) and names of the persons who the Supplier shall appoint to fill those Key Roles at the Call Off Commencement Date.

26.3 The Supplier shall ensure that the Key Personnel fulfil the Key Roles at all times during the Call Off Contract Period.

26.4 The Customer 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.

26.5 The Supplier shall not remove or replace any Key Personnel (including when carrying out its obligations under Call Off Schedule 9 (Exit Management) unless:

26.5.1 requested to do so by the Customer;

26.5.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave;

26.5.3 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

26.5.4 the Supplier obtains the Customer’s prior written consent (such consent not to be unreasonably withheld or delayed).

26.6 The Supplier shall:

26.6.1 notify the Customer promptly of the absence of any Key Personnel (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);

26.6.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;

26.6.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Personnel and, except in the cases of death, unexpected ill health or a material breach of the Key Personnel’s employment contract, this will mean at least three (3) Months’ notice;

26.6.4 ensure that all arrangements for planned changes in Key Personnel provide adequate periods during which incoming and outgoing personnel work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Services; and

26.6.5 ensure that any replacement for a Key Role:

- (a) has a level of qualifications and experience appropriate to the relevant Key Role; and
- (b) is fully competent to carry out the tasks assigned to the Key Personnel whom he or she has replaced.

26.6.6 shall and shall procure that any Sub-Contractor shall not remove or replace any Key Personnel during the Call Off Contract Period without Approval.

26.7 The Customer may require the Supplier to remove any Key Personnel that the Customer considers in any respect unsatisfactory. The Customer shall not be liable for the cost of replacing any Key Personnel.

## **27. SUPPLIER PERSONNEL**

### **27.1 Supplier Personnel**

27.1.1 The Supplier shall:

- (a) provide a list of the names of all Supplier Personnel requiring admission to Customer Premises, specifying the capacity in which they require admission and giving such other particulars as the Customer 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 Policy and the Standards;
- (iii) obey all lawful instructions and reasonable directions of the Customer (including, if so required by the Customer, the ICT Policy) and provide the Services to the reasonable satisfaction of the Customer; and
- (iv) comply with all reasonable requirements of the Customer concerning conduct at the Customer Premises, including the security requirements set out in Call Off Schedule 7 (Security);
- (c) subject to Call Off Schedule 10 (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 Customer;
- (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 Call Off 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 Customer Premises immediately upon the Call Off Expiry Date.

27.1.2 If the Customer reasonably believes that any of the Supplier Personnel are unsuitable to undertake work in respect of this Call Off Contract, it may:

- (a) refuse admission to the relevant person(s) to the Customer Premises; and/or
- (b) direct the Supplier to end the involvement in the provision of the Services of the relevant person(s).

27.1.3 The decision of the Customer as to whether any person is to be refused access to the Customer Premises shall be final and conclusive.

## **27.2 Relevant Convictions**

27.2.1 This sub-clause 27.2 shall apply if the Customer has specified Relevant Convictions in the Call Off Order Form.

27.2.2 The Supplier shall ensure that no person who discloses that he has a Relevant Conviction, or who is found to have any Relevant Convictions (whether as a result of a police check or through the procedure of the Disclosure and Barring Service (DBS) or otherwise), is employed or engaged in any part of the provision of the Services without Approval.

27.2.3 Notwithstanding Clause 27.2.2, for each member of Supplier Personnel who, in providing the Services, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Customer owes a special duty of care, the Supplier shall (and shall procure that the relevant Sub-Contractor shall):

- (a) carry out a check with the records held by the Department for Education (DfE);
- (b) conduct thorough questioning regarding any Relevant Convictions; and
- (c) ensure a police check is completed and such other checks as may be carried out through the Disclosure and Barring Service (DBS),

and the Supplier shall not (and shall ensure that any Sub-Contractor shall not) engage or continue to employ in the provision of the Services any person who has a Relevant Conviction or an inappropriate record.

## **28. STAFF TRANSFER**

28.1 The Parties agree that:

28.1.1 where the commencement of the provision of the Services or any part of the Services results in one or more Relevant Transfers, Call Off Schedule 10 (Staff Transfer) shall apply as follows:

- (a) where the Relevant Transfer involves the transfer of Transferring Customer Employees, Part A of Call Off Schedule 10 (Staff Transfer) shall apply;
- (b) where the Relevant Transfer involves the transfer of Transferring Former Supplier Employees, Part B of Call Off Schedule 10 (Staff Transfer) shall apply;
- (c) where the Relevant Transfer involves the transfer of Transferring Customer Employees and Transferring Former Supplier Employees, Parts A and B of Call Off Schedule 10 (Staff Transfer) shall apply; and
- (d) Part C of Call Off Schedule 10 (Staff Transfer) shall not apply;

28.1.2 where commencement of the provision of the Services or a part of the Services does not result in a Relevant Transfer, Part C of Call Off Schedule 10 (Staff Transfer) shall apply and Parts A and B of Call Off Schedule 10 (Staff Transfer) shall not apply; and

28.1.3 Part D of Call Off Schedule 10 (Staff Transfer) shall apply on the expiry or termination of the Services or any part of the Services;

28.2 The Supplier shall both during and after the Call Off Contract Period indemnify the Customer against all Employee Liabilities that may arise as a result of any claims brought against the Customer by any person where such claim arises from any act or omission of the Supplier or any Supplier Personnel.

## **29. SUPPLY CHAIN RIGHTS AND PROTECTION**

### **29.1 Appointment of Sub-Contractors**

29.1.1 The Supplier shall exercise due skill and care in the selection 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 Call Off Contract in the Delivery of the Services; and
- (c) assign, novate or otherwise transfer to the Customer or any Replacement Supplier any of its rights and/or obligations under each Sub-Contract that relates exclusively to this Call Off Contract.

29.1.2 Prior to sub-contacting any of its obligations under this Call Off Contract, the Supplier shall notify the Customer and provide the Customer with:

- (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
- (c) where the proposed Sub-Contractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the Customer that the proposed Sub-Contract has been agreed on "arm's-length" terms.

29.1.3 If requested by the Customer within ten (10) Working Days of receipt of the Supplier's notice issued pursuant to Clause 29.1.2, the Supplier shall also provide:

- (a) a copy of the proposed Sub-Contract; and
- (b) any further information reasonably requested by the Customer.

29.1.4 The Customer may, within ten (10) Working Days of receipt of the Supplier's notice issued pursuant to Clause 29.1.2 (or, if later, receipt of any further information requested pursuant to Clause 29.1.3), object to the appointment of the relevant Sub-Contractor if they consider that:

- (a) the appointment of a proposed Sub-Contractor may prejudice the provision of the Services or may be contrary to the interests respectively of the Customer under this Call Off Contract;
- (b) the proposed Sub-Contractor is unreliable and/or has not provided reliable and/or reasonable services to its other customers; and/or
- (c) the proposed Sub-Contractor employs unfit persons,

in which case, the Supplier shall not proceed with the proposed appointment.

29.1.5 If:

- (a) the Customer has not notified the Supplier that it objects to the proposed Sub-Contractor's appointment by the later of ten (10) Working Days of receipt of:
  - (i) the Supplier's notice issued pursuant to Clause 29.1.2; and
  - (ii) any further information requested by the Customer pursuant to Clause 29.1.3; and
- (b) the proposed Sub-Contract is not a Key Sub-Contract which shall require the written consent of the Authority and the Customer in accordance with Clause 29.2 (Appointment of Key Sub-Contractors). the Supplier may proceed with the proposed appointment.

## **29.2 Appointment of Key Sub-Contractors**

29.2.1 The Authority and the Customer have consented to the engagement of the Key Sub-Contractors listed in Framework Schedule 7 (Key Sub-Contractors).

29.2.2 Where the Supplier wishes to enter into a new Key Sub-Contract or replace a Key Sub-Contractor, it must obtain the prior written consent of the Authority and the Customer (the decision to consent or otherwise not to be unreasonably withheld or delayed). The Authority and/or the Customer may reasonably withhold its consent to the appointment of a Key Sub-Contractor if any of them considers that:

- (a) the appointment of a proposed Key Sub-Contractor may prejudice the provision of the Services or may be contrary to its interests;
- (b) the proposed Key Sub-Contractor is unreliable and/or has not provided reliable reasonable services to its other customers; and/or
- (c) the proposed Key Sub-Contractor employs unfit persons.

29.2.3 Except where the Authority and the Customer have given their prior written consent under Clause 29.2.1, the Supplier shall ensure that each Key Subcontract shall include:

- (a) provisions which will enable the Supplier to discharge its obligations under this Call Off Contract;
- (b) a right under CRTPA for the Customer to enforce any provisions under the Key Sub-Contract which confer a benefit upon the Customer;
- (c) a provision enabling the Customer to enforce the Key subcontract 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 Customer or any Replacement Supplier;
- (e) obligations no less onerous on the Key Sub-Contractor than those imposed on the Supplier under this Call Off Contract in respect of:
  - (i) data protection requirements set out in Clauses 34.1 (Security Requirements), 34.2 (Protection of Customer Data) and 34.6.1 (Protection of Personal Data);

- (ii) FOIA requirements set out in Clause 34.5 (Freedom of Information);
  - (iii) the obligation not to embarrass the Customer or otherwise bring the Customer into disrepute set out in Clause 7.1.4(l) (Provision of Services);
  - (iv) the keeping of records in respect of the Services being provided under the Key Sub-Contract, including the maintenance of Open Book Data;
  - (v) the conduct of audits set out in Clause 21 (Records, Audit Access & Open Book Data);
- (f) provisions enabling the Supplier to terminate the Key SubContract on notice on terms no more onerous on the Supplier than those imposed on the Customer under Clauses 41 (Customer Termination Rights), 43 (Termination by Either Party) and 45 (Consequences of Expiry or Termination) of this Call Off Contract;
- (g) a provision restricting the ability of the Key Sub-Contractor to Sub-Contract all or any part of the provision of the Services provided to the Supplier under the Sub-Contract without first seeking the written consent of the Customer;
- (h) a provision, where a provision in Call Off Schedule 10 (Staff Transfer) imposes an obligation on the Supplier to provide an indemnity, undertaking or warranty, requiring the Key SubContractor to provide such indemnity, undertaking or warranty to the Customer, Former Supplier or the Replacement Supplier as the case may be.

### 29.3 Supply Chain Protection

29.3.1 The Supplier shall ensure that all Sub-Contracts contain a provision:

- (a) requiring the Supplier to pay any undisputed sums which are due from it to the Sub-Contractor within a specified period not exceeding thirty (30) days from the receipt of a Valid Invoice;
- (b) requiring that any invoices submitted by a Sub-Contractor shall be considered and verified by the Supplier in a timely fashion and that undue delay in doing so shall not be sufficient justification for failing to regard an invoice as valid and undisputed;
- (c) requiring the Sub-Contractor to include in any Sub-Contract which it in turn awards suitable provisions to impose, as between the parties to that Sub-Contract, requirements to the same effect as those required by sub-clauses (a) and (b) directly above; and
- (d) conferring a right to the Customer to publish the Supplier's compliance with its obligation to pay undisputed invoices within the specified payment period.

29.3.2 The Supplier shall:

- (a) pay any undisputed sums which are due from it to a SubContractor within thirty (30) days from the receipt of a Valid Invoice;
- (b) include within the Performance Monitoring Reports required under Part B of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring) a summary of its compliance with this Clause 29.3.2 (a), such data to be certified each quarter by a director of the Supplier as being accurate and not misleading.

29.3.3 Any invoices submitted by a Sub-Contractor to the Supplier shall be considered and verified by the Supplier in a timely fashion. Undue delay in doing so shall not be sufficient justification for the Supplier failing to regard an invoice as valid and undisputed.

29.3.4 Notwithstanding any provision of Clauses 34.3 (Confidentiality) and 35 (Publicity and Branding) if the Supplier notifies the Customer that the Supplier has failed to pay an undisputed Sub-Contractor's invoice within thirty (30) days of receipt, or the Customer otherwise discovers the same, the Customer shall be entitled to publish the details of the late or non-payment (including on government websites and in the press).

#### **29.4 Termination of Sub-Contracts**

29.4.1 The Customer 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 Customer's right of termination pursuant to any of the termination events in Clause 41 (Customer Termination Rights) except Clause 41.7 (Termination Without Cause); and/or
  - (ii) the relevant Sub-Contractor or its Affiliates embarrassed the Customer or otherwise brought the Customer into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in the Customer, regardless of whether or not such act or omission is related to the Sub-Contractor's obligations in relation to the Services or otherwise; and/or
- (b) a Key Sub-Contract where there is a Change of Control of the relevant Key Sub-Contractor, unless:
  - (i) the Customer has given its prior written consent to the particular Change of Control, which subsequently takes place as proposed; or
  - (ii) the Customer has not served its notice of objection within six (6) months of the later of the date the Change of Control took place or the date on which the Customer was given notice of the Change of Control.

#### **29.5 Competitive Terms**

29.5.1 If the Customer is able to obtain from any Sub-Contractor or any other third party more favourable commercial terms with respect to the supply of any services used by the Supplier or the Supplier Personnel in the supply of the Services, then the Customer may:

- (a) require the Supplier to replace its existing commercial terms with its Sub-Contractor with the more favourable commercial terms obtained by the Customer in respect of the relevant item; or
- (b) subject to Clause 29.4 (Termination of Sub-Contracts), enter into a direct agreement with that Sub-Contractor or third party in respect of the relevant item.

29.5.2 If the Customer exercises the option pursuant to Clause 29.5.1, then the Call Off Contract Charges shall be reduced by an amount that is agreed in accordance with the Variation Procedure.

29.5.3 The Customer's right to enter into a direct agreement for the supply of the relevant items is subject to:

- (a) the Customer making the relevant item available to the Supplier where this is necessary for the Supplier to provide the Services; and
- (b) any reduction in the Call Off Contract Charges taking into account any unavoidable costs payable by the Supplier in respect of the substituted item, including in respect of any licence fees or early termination charges.
- (c) any variance to the Service Levels of the Call Off Contract required by the alternative relevant item and as agreed in accordance with the Clause 22.1 (Variation Procedure).

## **29.6 Retention of Legal Obligations**

29.6.1 Notwithstanding the Supplier's right to Sub-Contract pursuant to Clause 29 (Supply Chain Rights and Protection), 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.

### **G. PROPERTY MATTERS**

#### **30. CUSTOMER PREMISES – NOT USED**

##### **30.1 Licence to occupy Customer Premises**

30.1.1 Any Customer Premises shall be made available to the Supplier on a nonexclusive licence basis free of charge and shall be used by the Supplier solely for the purpose of performing its obligations under this Call Off Contract. The Supplier shall have the use of such Customer Premises as licensee and shall vacate the same immediately upon completion, termination, expiry or abandonment of this Call Off Contract and in accordance with Call Off Schedule 9 (Exit Management).

30.1.2 The Supplier shall limit access to the Customer Premises to such Supplier Personnel as is necessary to enable it to perform its obligations under this Call Off Contract and the Supplier shall co-operate (and ensure that the Supplier Personnel co-operate) with such other persons working concurrently on such Customer Premises as the Customer may reasonably request.

30.1.3 Save in relation to such actions identified by the Supplier in accordance with Clause 2 (Due Diligence) and set out in the Call Off Order Form (or elsewhere in this Call Off Contract), should the Supplier require modifications to the Customer Premises, such modifications shall be subject to Approval and shall be carried out by the Customer at the Supplier's expense. The Customer shall undertake any modification work which it approves pursuant to this Clause 30.1.3 without undue delay. Ownership of such modifications shall rest with the Customer.

30.1.4 The Supplier shall observe and comply with such rules and regulations as may be in force at any time for the use of such Customer Premises and conduct of personnel at the Customer Premises as determined by the Customer, and the Supplier shall pay for the full cost of making good any damage caused by the Supplier Personnel other than fair wear and tear. For the avoidance of doubt, damage includes without limitation damage to the fabric of the buildings, plant, fixed equipment or fittings therein.

30.1.5 The Parties agree that there is no intention on the part of the Customer to create a tenancy of any nature whatsoever in favour of the Supplier or the Supplier Personnel and that no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant

to this Call Off Contract, the Customer retains the right at any time to use any Customer Premises in any manner it sees fit.

### 30.2 Security of Customer Premises

30.2.1 The Customer shall be responsible for maintaining the security of the Customer Premises in accordance with the Security Policy. The Supplier shall comply with the Security Policy and any other reasonable security requirements of the Customer while on the Customer Premises.

30.2.2 The Customer shall afford the Supplier upon Approval (the decision to Approve or not will not be unreasonably withheld or delayed) an opportunity to inspect its physical security arrangements.

## **31. CUSTOMER PROPERTY – NOT USED**

31.1 Where the Customer issues Customer Property free of charge to the Supplier such Customer Property shall be and remain the property of the Customer and the Supplier irrevocably licences the Customer and its agents to enter upon any premises of the Supplier during normal business hours on reasonable notice to recover any such Customer Property.

31.2 The Supplier shall not in any circumstances have a lien or any other interest on the Customer Property and at all times the Supplier shall possess the Customer Property as fiduciary agent and bailee of the Customer.

31.3 The Supplier shall take all reasonable steps to ensure that the title of the Customer to the Customer Property and the exclusion of any such lien or other interest are brought to the notice of all Sub-Contractors and other appropriate persons and shall, at the Customer's request, store the Customer Property separately and securely and ensure that it is clearly identifiable as belonging to the Customer.

31.4 The Customer Property shall be deemed to be in good condition when received by or on behalf of the Supplier unless the Supplier notifies the Customer otherwise within five (5) Working Days of receipt.

31.5 The Supplier shall maintain the Customer Property in good order and condition (excluding fair wear and tear) and shall use the Customer Property solely in connection with this Call Off Contract and for no other purpose without Approval.

31.6 The Supplier shall ensure the security of all the Customer Property whilst in its possession, either on the Sites or elsewhere during the supply of the Services, in accordance with the Customer's Security Policy and the Customer's reasonable security requirements from time to time.

31.7 The Supplier shall be liable for all loss of, or damage to the Customer Property, (excluding fair wear and tear), unless such loss or damage was solely caused by a Customer Cause. The Supplier shall inform the Customer immediately of becoming aware of any defects appearing in or losses or damage occurring to the Customer Property.

## **32. SUPPLIER EQUIPMENT**

32.1 Unless otherwise stated in the Call Off Order Form (or elsewhere in this Call Off Contract), the Supplier shall provide all the Supplier Equipment necessary for the provision of the Services.

32.2 The Supplier shall not deliver any Supplier Equipment nor begin any work on the Customer Premises without obtaining Approval.

32.3 The Supplier shall be solely responsible for the cost of carriage of the Supplier Equipment to the Sites and/or any Customer Premises, including its off-loading, removal of all packaging and all other

associated costs. Likewise, on the Call Off Expiry Date the Supplier shall be responsible for the removal of all relevant Supplier Equipment from the Sites and/or any Customer Premises, including the cost of packing, carriage and making good the Sites and/or the Customer Premises following removal.

32.4 All the Supplier's property, including Supplier Equipment, shall remain at the sole risk and responsibility of the Supplier, except that the Customer shall be liable for loss of or damage to any of the Supplier's property located on Customer Premises which is due to the negligent act or omission of the Customer.

32.5 Subject to any express provision of the BCDR 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 Call Off Contract, including the Service Level Performance Measures.

32.6 The Supplier shall maintain all Supplier Equipment within the Sites and/or the Customer Premises in a safe, serviceable and clean condition.

32.7 The Supplier shall, at the Customer's written request, at its own expense and as soon as reasonably practicable:

32.7.1 remove from the Customer Premises any Supplier Equipment or any component part of Supplier Equipment which in the reasonable opinion of the Customer is either hazardous, noxious or not in accordance with this Call Off Contract; and

32.7.2 replace such Supplier Equipment or component part of Supplier Equipment with a suitable substitute item of Supplier Equipment.

32.8 For the purposes of this Clause 32.8, 'X' shall be the number of Service Failures, and 'Y' shall be the period in months, as respectively specified for 'X' and 'Y' in the Call Off Order Form. If this Clause 32.8 has been specified to apply in the Call Off Order Form, and there are no values specified for 'X' and/or 'Y', in default, 'X' shall be two (2) and 'Y' shall be twelve (12). Where a failure of Supplier Equipment or any component part of Supplier Equipment causes X or more Service Failures in any Y Month period, the Supplier shall notify the Customer in writing and shall, at the Customer's request (acting reasonably), replace such Supplier Equipment or component part thereof at its own cost with a new item of Supplier Equipment or component part thereof (of the same specification or having the same capability as the Supplier Equipment being replaced).

## **H. INTELLECTUAL PROPERTY AND INFORMATION**

### **33. INTELLECTUAL PROPERTY RIGHTS**

#### **33.1 Allocation of title to IPR**

33.1.1 Save as expressly granted elsewhere under this Call Off Contract:

(a) the Customer shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Supplier or its licensors, including:

- (i) the Supplier Background IPR;
- (ii) the Third Party IPR; and (iii) the Project Specific IPR.

(b) the Supplier shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Customer or its licensors, including the:

- (i) Customer Background IPR; and (ii) Customer Data.

33.1.2 Where either Party acquires, by operation of Law, title to Intellectual Property Rights that is inconsistent with the allocation of title set out in Clause 33.1, 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).

33.1.3 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.

### **33.2 Licence granted by the Supplier: Project Specific IPR**

33.2.1 The Supplier hereby grants to the Customer, or shall procure the direct grant to the Customer of, a perpetual, royalty-free, irrevocable, non-exclusive licence to use the Project Specific IPR including but not limited to the right to copy, adapt, publish and distribute such Project Specific IPR.

### **33.3 Licence granted by the Supplier: Supplier Background IPR**

33.3.1 The Supplier hereby grants to the Customer a perpetual, royalty-free and nonexclusive licence to use the Supplier Background IPR for any purpose relating to the Services (or substantially equivalent Services) or for any purpose relating to the exercise of the Customer's (or, if the Customer is a Central Government Body, any other Central Government Body's) business or function.

33.3.2 At any time during the Call Off Contract Period or following the Call Off Expiry Date, the Supplier may terminate a licence granted in respect of the Supplier Background IPR under Clause 33.3.1 by giving thirty (30) days' notice in writing (or such other period as agreed by the Parties) if there is a Customer Cause which constitutes a material breach of the terms of 33.3.1 which, if the breach is capable of remedy, is not remedied within twenty (20) Working Days after the Supplier gives the Customer written notice specifying the breach and requiring its remedy.

33.3.3 In the event the licence of the Supplier Background IPR is terminated pursuant to Clause 33.3.2, the Customer shall:

- (a) immediately cease all use of the Supplier Background IPR;
- (b) at the discretion of the Supplier, return or destroy documents and other tangible materials that contain any of the Supplier Background IPR, provided that if the Supplier has not made an election within six (6) months of the termination of the licence,  
  
the Customer may destroy the documents and other tangible materials that contain any of the Supplier Background IPR; and
- (c) ensure, so far as reasonably practicable, that any Supplier Background IPR that is held in electronic, digital or other machine-readable form ceases to be readily accessible (other than by the information technology staff of the Customer) from any computer, word processor, voicemail system or any other device containing such Supplier Background IPR.

### **33.4 Customer's right to sub-license**

33.4.1 The Customer shall be freely entitled to sub-license the rights granted to it pursuant to Clause 33.2.1 (Licence granted by the Supplier: Project Specific IPR).

33.4.2 The Customer may sub-license:

- (a) the rights granted under Clause 33.3.1 (Licence granted by the Supplier: Supplier Background IPR) 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 Customer; and
  - (ii) the sub-licence only authorises the third party to use the rights licensed in Clause 33.3.1 (Licence granted by the Supplier: Supplier Background IPR) for purposes relating to the Services (or substantially equivalent Services) or for any purpose relating to the exercise of the Customer's (or, if the Customer is a Central Government Body, any other Central Government Body's) business or function; and
- (b) the rights granted under Clause 33.3.1 (Licence granted by the Supplier: Supplier Background IPR) to any Approved SubLicensee to the extent necessary to use and/or obtain the benefit of the Project Specific IPR provided that the sub-licence is on terms no broader than those granted to the Customer.

### **33.5 Customer's right to assign/novate licences**

33.5.1 The Customer shall be freely entitled to assign, novate or otherwise transfer its rights and obligations under the licence granted to it pursuant to Clause 33.2 (Licence granted by the Supplier: Project Specific IPR).

33.5.2 The Customer may assign, novate or otherwise transfer its rights and obligations under the licence granted pursuant to Clause 33.3 (Licence granted by the Supplier: Supplier Background IPR) 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 Customer.

33.5.3 Where the Customer is a Central Government Body, any change in the legal status of the Customer which means that it ceases to be a Central Government Body shall not affect the validity of any licence granted in Clause 33.2 (Licence granted by the Supplier: Project Specific IPR) and/or Clause 33.3 (Licences

granted by the Supplier: Supplier Background IPR). If the Customer ceases to be a Central Government Body, the successor body to the Customer shall still be entitled to the benefit of the licences granted in Clause 33.2 (Licence granted by the Supplier: Project Specific IPR) and Clause 33.3 (Licence granted by the Supplier: Supplier Background IPR).

33.5.4 If a licence granted in Clause 33.2 (Licence granted by the Supplier: Project Specific IPR) and/or Clause 33.3 (Licence granted by the Supplier: Supplier Background IPR) is novated under Clauses 33.5.1 and/or 33.5.2 or there is a change of the Customer's status pursuant to Clause 33.5.3 (both such bodies being referred to as the "Transferee"), the rights acquired by the Transferee shall not extend beyond those previously enjoyed by the Customer.

### **33.6 Third Party IPR**

33.6.1 The Supplier shall procure that the owners or the authorised licensors of any Third Party IPR grant a direct licence to the Customer on terms at least equivalent to those set out in Clause 33.3 (Licence granted by the Supplier: Supplier Background IPR) and Clause 33.5.2

(Customer's right to assign/novate licences). If the Supplier cannot obtain for the Customer a licence materially in accordance with the licence terms set out in Clause 33.3 (Licences granted by the Supplier: Supplier Background IPR) and Clause 33.5.2 (Customer's right to assign/novate licences) in respect of any such Third Party IPR, the Supplier shall:

- (a) notify the Customer in writing giving details of what licence terms can be obtained from the relevant third party and whether there are alternative providers which the Supplier could seek to use; and
- (b) only use such Third Party IPR if the Customer Approves the terms of the licence from the relevant third party.

### **33.7 Licence granted by the Customer**

33.7.1 The Customer hereby grants to the Supplier a royalty-free, non-exclusive, nontransferable licence during the Call Off Contract Period to use the Customer Background IPR and the Customer Data solely to the extent necessary for providing the Services in accordance with this Call Off 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 34.3 (Confidentiality); and
- (b) the Supplier shall not without Approval use the licensed materials for any other purpose or for the benefit of any person other than the Customer.

### **33.8 Termination of licenses**

33.8.1 Subject to Clause 33.3 (Licence granted by the Supplier: Supplier Background IPR), all licences granted pursuant to Clause 33 (Intellectual Property Rights) (other than those granted pursuant to Clause 33.6 (Third Party IPR) and 33.7 (Licence granted by the Customer)) shall survive the Call Off Expiry Date.

33.8.2 The Supplier shall, if requested by the Customer in accordance with Call Off Schedule 9 (Exit Management), grant (or procure the grant) to the Replacement Supplier of a licence to use any Supplier Background IPR and/or Third Party IPR on terms equivalent to those set out in Clause 33.3 (Licence granted by the Supplier: Supplier Background IPR) subject to the Replacement Supplier entering into reasonable confidentiality undertakings with the Supplier.

33.8.3 The licence granted pursuant to Clause 33.7 (Licence granted by the Customer) and any sub-licence granted by the Supplier in accordance with Clause 33.7.1 (Licence granted by the Customer) shall terminate automatically on the Call Off Expiry Date and the Supplier shall:

- (a) immediately cease all use of the Customer Background IPR and the Customer Data (as the case may be);
- (b) at the discretion of the Customer, return or destroy documents and other tangible materials that contain any of the Customer Background IPR and the Customer Data, provided that if the Customer has not made an election within six months of the termination of the licence, the Supplier may destroy the documents and other tangible materials that contain any of the Customer Background IPR and the Customer Data (as the case may be); and
- (c) ensure, so far as reasonably practicable, that any Customer Background IPR and Customer Data that are held in electronic, digital or other machine-readable form ceases to be readily accessible from any computer, word processor, voicemail system or any other device of the Supplier containing such Customer Background IPR and/or Customer Data.

### **33.9 IPR Indemnity**

33.9.1 The Supplier shall, during and after the Call Off Contract Period, on written demand, indemnify the Customer against all Losses incurred by, awarded against, or agreed to be paid by the Customer (whether before or after the making of the demand pursuant to the indemnity hereunder) arising from an IPR Claim.

33.9.2 If an IPR Claim is made, or the Supplier anticipates that an IPR Claim might be made, the Supplier may, at its own expense and sole option, either:

(a) procure for the Customer the right to continue using the relevant item which is subject to the IPR 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;
- (iii) there is no additional cost to the Customer; and
- (iv) the terms and conditions of this Call Off Contract shall apply to the replaced or modified Services.

33.9.3 If the Supplier elects to procure a licence in accordance with Clause 33.9.2(a) or to modify or replace an item pursuant to Clause 33.9.2(b), but this has not avoided or resolved the IPR Claim, then:

- (i) the Customer may terminate this Call Off Contract by written notice with immediate effect; and
- (ii) without prejudice to the indemnity set out in Clause 33.9.1, the Supplier shall be liable for all reasonable and unavoidable costs of the substitute Services including the additional costs of procuring, implementing and maintaining the substitute items.

## **34. SECURITY AND PROTECTION OF INFORMATION**

### **34.1 Security Requirements**

34.1.1 The Supplier shall comply with the Security Policy and the requirements of Call Off Schedule 7 (Security) including the Security Management Plan (if any) and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.

34.1.2 The Customer shall notify the Supplier of any changes or proposed changes to the Security Policy.

34.1.3 If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Services it may propose a Variation to the Customer. 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 Call Off Contract Charges shall then be subject to the Variation Procedure.

34.1.4 Until and/or unless a change to the Call Off Contract Charges is agreed by the Customer pursuant to the Variation Procedure the Supplier shall continue to provide the Services in accordance with its existing obligations.

## 34.2 Protection of Customer Data

- 34.2.1 The Supplier shall not delete or remove any proprietary notices contained within or relating to the Customer Data.
- 34.2.2 The Supplier shall not store, copy, disclose, or use the Customer Data except as necessary for the performance by the Supplier of its obligations under this Call Off Contract or as otherwise Approved by the Customer.
- 34.2.3 To the extent that the Customer Data is held and/or Processed by the Supplier, the Supplier shall supply that Customer Data to the Customer as requested by the Customer and in the format (if any) specified by the Customer in the Call Off Order Form and, in any event, as specified by the Customer from time to time in writing.
- 34.2.4 The Supplier shall take responsibility for preserving the integrity of Customer Data and preventing the corruption or loss of Customer Data.
- 34.2.5 The Supplier shall perform secure back-ups of all Customer Data and shall ensure that up-to-date back-ups are stored off-site at an Approved location in accordance with any BCDR Plan or otherwise. The Supplier shall ensure that such back-ups are available to the Customer (or to such other person as the Customer may direct) at all times upon request and are delivered to the Customer at no less than six (6) Monthly intervals (or such other intervals as may be agreed in writing between the Parties).
- 34.2.6 The Supplier shall ensure that any system on which the Supplier holds any Customer Data, including back-up data, is a secure system that complies with the Security Policy and the Security Management Plan (if any).
- 34.2.7 If at any time the Supplier suspects or has reason to believe that the Customer Data is corrupted, lost or sufficiently degraded in any way for any reason, then the Supplier shall notify the Customer immediately and inform the Customer of the remedial action the Supplier proposes to take.
- 34.2.8 If the Customer Data is corrupted, lost or sufficiently degraded as a result of a Default so as to be unusable, the Supplier may:
- (a) require the Supplier (at the Supplier's expense) to restore or procure the restoration of Customer Data to the extent and in accordance with the requirements specified in Call Off Schedule 8 (Business Continuity and Disaster Recovery) or as otherwise required by the Customer, and the Supplier shall do so as soon as practicable but not later than five (5) Working Days from the date of receipt of the Customer's notice; and/or
  - (b) itself restore or procure the restoration of Customer 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 Call Off Schedule 8 (Business Continuity and Disaster Recovery) or as otherwise required by the Customer.

## 34.3 Confidentiality

- 34.3.1 For the purposes of Clause 34.3, 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.

34.3.2 Except to the extent set out in Clause 34.3 or where disclosure is expressly permitted elsewhere in this Call Off 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); and
- (b) not disclose the Disclosing Party's Confidential Information to any other person except as expressly set out in this Call Off 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 Call Off 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.

34.3.3 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 34.5 (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:
  - (i) any legal challenge or potential legal challenge against the Customer arising out of or in connection with this Call Off Contract;
  - (ii) the examination and certification of the Customer'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 Customer is making use of any Services provided under this Call Off Contract; or
  - (iii) the conduct of a Central Government Body review in respect of this Call Off 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.

34.3.4 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.

34.3.5 Subject to Clause 34.3.2, the Supplier may only disclose the Confidential Information of the Customer on a confidential basis 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 Call Off Contract; and (b) its professional advisers for the purposes of obtaining advice in relation to this Call Off Contract.

34.3.6 Where the Supplier discloses Confidential Information of the Customer pursuant to Clause 34.3.5, it shall remain responsible at all times for compliance with the confidentiality obligations set out in this Call Off Contract by the persons to whom disclosure has been made.

34.3.7 The Customer may disclose the Confidential Information of the Supplier:

- (a) to any Central Government Body on the basis that the information may only be further disclosed to Central Government Bodies;
- (b) to the British Parliament and any committees of the British Parliament or if required by any British Parliamentary reporting requirement;
- (c) to the extent that the Customer (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 34.3.7(a) (including any benchmarking organisation) for any purpose relating to or connected with this Call Off Contract;
- (e) on a confidential basis for the purpose of the exercise of its rights under this Call Off Contract; or
- (f) to a proposed transferee, assignee or novatee of, or successor in title to the Customer, 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 Customer under Clause 34.3.

34.3.8 Nothing in Clause 34.3 shall prevent a Recipient from using any techniques, ideas or Know-How gained during the performance of this Call Off 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.

34.3.9 In the event that the Supplier fails to comply with Clauses 34.3.2 to 34.3.5, the Customer reserves the right to terminate this Call Off Contract for material Default.

#### **34.4 Transparency**

34.4.1 The Parties acknowledge and agree that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Call Off Contract and any Transparency Reports under it is not Confidential Information and shall be made available in accordance with the procurement policy note 13/15 [https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/458554/Procurement\\_Policy\\_Note\\_13\\_15.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/458554/Procurement_Policy_Note_13_15.pdf) and the Transparency Principles referred to therein. The Customer shall determine whether any of the content of this Call Off Contract is exempt from disclosure in accordance with the provisions of the FOIA. The Customer may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion.

34.4.2 Notwithstanding any other provision of this Call Off Contract, the Supplier hereby gives his consent for the Customer to publish this Call Off Contract in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted), including any changes to this Call Off Contract agreed from time to time.

34.4.3 The Supplier shall assist and cooperate with the Customer to enable the Customer to publish this Call Off Contract.

## 34.5 Freedom of Information

34.5.1 The Supplier acknowledges that the Customer 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 Customer to enable the Customer to comply with its Information disclosure obligations under the FOIA and EIRs;
- (b) transfer to the Customer all Requests for Information relating to this Call Off Contract that it receives as soon as practicable and in any event within two (2) Working Days of receipt;
- (c) provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within five (5) Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and
- (d) not respond directly to a Request for Information unless authorised in writing to do so by the Customer.

34.5.2 The Supplier acknowledges that the Customer may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Supplier. The Customer 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 Call Off Contract) the Customer 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/or the EIRs.

## 34.6 Protection of Personal Data

34.6.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor. The only processing that the Supplier is authorised to do is listed in Schedule 16 (Authorised Processing Template) by the Customer and may not be determined by the Supplier.

34.6.2 The Supplier shall notify the Customer immediately if it considers that any of the Customer instructions infringe the Data Protection Legislation.

34.6.3 The Supplier shall provide all reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Customer, 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.

34.6.4 The Supplier shall, in relation to any Personal Data processed in connection with its obligations under this Call Off Contract:

- (a) process that Personal Data only in accordance with Schedule 16 (Authorised Processing Template), unless the Supplier is required to do otherwise by Law. If it is so required, the Supplier shall promptly notify the Customer before processing the Personal Data unless prohibited by Law;
- (b) ensure that it has in place Protective Measures which have been reviewed and approved by the Customer 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;
- (c) ensure that:
  - (i) the Supplier Personnel do not process Personal Data except in accordance with this Call Off Contract (and in particular Schedule 16 (Authorised Processing Template));
  - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Supplier Personnel who have access to the Personal Data and ensure that they:
    - (A) are aware of and comply with the Supplier's duties under this Clause;
    - (B) are subject to appropriate confidentiality undertakings with the Supplier or any Subprocessor;
    - (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 Customer or as otherwise permitted by this Call Off Contract; and
    - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
  - (i) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Customer;
  - (ii) the Data Subject has enforceable rights and effective legal remedies;
  - (iii) the Supplier 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 Customer in meeting its obligations); and

- (iv) the Supplier complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- (e) at the written direction of the Customer, delete or return Personal Data (and any copies of it) to the Customer on termination of the Call Off Contract unless the Supplier is required by Law to retain the Personal Data.

34.6.5 Subject to Clause 34.6.7, the Supplier shall notify the Customer immediately if it:

- (f) receives a Data Subject Access Request (or purported Data Subject Access Request);
- (g) receives a request to rectify, block or erase any Personal Data;
- (h) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (i) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Call Off Contract;
- (j) 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
- (k) becomes aware of a Data Loss Event.

34.6.6 The Supplier's obligation to notify under Clause 34.6.5 shall include the provision of further information to the Customer in phases, as details become available.

34.6.7 Taking into account the nature of the processing, the Supplier shall provide the Customer with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 34.6.5 (and insofar as possible within the timescales reasonably required by the Customer) including by promptly providing:

- (a) the Customer with full details and copies of the complaint, communication or request;
- (b) such assistance as is reasonably requested by the Customer to enable the Customer to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
- (c) the Customer, at its request, with any Personal Data it holds in relation to a Data Subject;
- (d) assistance as requested by the Customer following any Data Loss Event;
- (e) assistance as requested by the Customer with respect to any request from the Information Commissioner's Office, or any consultation by the Customer with the Information Commissioner's Office.

34.6.8 The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this Clause. This requirement does not apply where the Supplier employs fewer than 250 staff, unless:

- (a) the Customer determines that the processing is not occasional;

- (b) the Customer determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
- (c) the Customer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

34.6.9 The Supplier shall allow for audits of its Data Processing activity by the Customer or the Customer designated auditor.

34.6.10 The Supplier shall designate a Data Protection Officer if required by the Data Protection Legislation.

34.6.11 Before allowing any Sub-processor to process any Personal Data related to this Call Off Contract, the Supplier must:

- (a) notify the Customer in writing of the intended Sub-processor and processing;
- (b) obtain the written consent of the Customer;
- (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this Clause 34.6 such that they apply to the Sub-processor; and
- (d) provide the with such information regarding the Sub-processor as the Customer may reasonably require.

34.6.12 The Supplier shall remain fully liable for all acts or omissions of any Sub-processor.

34.6.13 The Supplier may, at any time on not less than 30 Working Days' notice, revise this Clause 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 Call Off Contract).

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

### **35. PUBLICITY AND BRANDING**

35.1 The Supplier shall not:

35.1.1 make any press announcements or publicise this Call Off Contract in any way; or

35.1.2 use the Customer's name or brand in any promotion or marketing or announcement of orders,

35.1.3 without Approval (the decision of the Customer to Approve or not shall not be unreasonably withheld or delayed).

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

### **I. LIABILITY AND INSURANCE**

#### **36. LIABILITY**

36.1 Unlimited Liability

36.1.1 Neither Party excludes or 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) bribery or Fraud 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 excluded or limited by Law.

36.1.2 The Supplier does not exclude or limit its liability in respect of the indemnity in Clauses 33.9 (IPR Indemnity) and in each case whether before or after the making of a demand pursuant to the indemnity therein.

## 36.2 Financial Limits

36.2.1 Subject to Clause 36.1 (Unlimited Liability), the Supplier's total aggregate liability:

(a) in respect of all:

- (i) Service Credits; and
- (ii) Compensation for Critical Service Level Failure; incurred in any rolling period of 12 Months shall be subject in aggregate to the Service Credit Cap;

(b) in respect of all other Losses incurred by the Customer under or in connection with this Call Off Contract as a result of Defaults by the Supplier shall in no event exceed:

- (i) in relation to any Defaults occurring from the Call Off Commencement Date to the end of the first Call Off Contract Year, the higher of ten million pounds (£10,000,000) or a sum equal to one hundred and fifty per cent (150%) of the Estimated Year 1 Call Off Contract Charges;
- (ii) in relation to any Defaults occurring in each subsequent Call Off Contract Year that commences during the remainder of the Call Off Contract Period, the higher of ten million pounds (£10,000,000) in each such Call Off Contract Year or a sum equal to one hundred and fifty per cent (150%) of the Call Off Contract Charges payable to the Supplier under this Call Off Contract in the previous Call Off Contract Year; and
- (iii) in relation to any Defaults occurring in each Call Off Contract Year that commences after the end of the Call Off Contract Period, the higher of ten million pounds (£10,000,000) in each such Call Off Contract Year or a sum equal to one hundred and fifty per cent (150%) of the Call Off Contract Charges payable to the Supplier under this Call Off Contract in the last Call Off Contract Year commencing during the Call Off Contract Period; unless the Customer has specified different financial limits in the Call Off Order Form.

36.2.2 Subject to Clauses 36.1 (Unlimited Liability) and 36.2 (Financial Limits) and without prejudice to its obligation to pay the undisputed Call Off Contract Charges as and when they fall due for payment, the Customer's total aggregate liability in respect of all Losses as a result of Customer Causes shall be limited to:

- (a) in relation to any Customer Causes occurring from the Call Off Commencement Date to the end of the first Call Off Contract Year, a sum equal to the Estimated Year 1 Call Off Contract Charges;

- (b) in relation to any Customer Causes occurring in each subsequent Call Off Contract Year that commences during the remainder of the Call Off Contract Period, a sum equal to the Call Off Contract Charges payable to the Supplier under this Call Off Contract in the previous Call Off Contract Year; and
- (c) in relation to any Customer Causes occurring in each Call Off Contract Year that commences after the end of the Call Off Contract Period, a sum equal to the Call Off Contract Charges payable to the Supplier under this Call Off Contract in the last Call Off Contract Year commencing during the Call Off Contract Period.

### 36.3 Non-recoverable Losses

36.3.1 Subject to Clause 36.1 (Unlimited Liability) neither Party shall be liable to the other Party for any:

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

### 36.4 Recoverable Losses

36.4.1 Subject to Clause 36.2 (Financial Limits), and notwithstanding Clause 36.3 (Non recoverable Losses), the Supplier acknowledges that the Customer may, amongst other things, recover from the Supplier the following Losses incurred by the Customer 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 Customer, including costs relating to time spent by or on behalf of the Customer 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 Call Off Contract Period 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 Call Off Contract;
- (d) any compensation or interest paid to a third party by the Customer; and
- (e) any fine, penalty or costs incurred by the Customer pursuant to Law.

### 36.5 Miscellaneous

36.5.1 Each Party shall use all reasonable endeavours to mitigate any loss or damage suffered arising out of or in connection with this Call Off Contract.

36.5.2 Any Deductions shall not be taken into consideration when calculating the Supplier's liability under Clause 36.2 (Financial Limits).

36.5.3 Subject to any rights of the Customer under this Call Off Contract (including in respect of an IPR Claim), any claims by a third party where an indemnity is sought by that third party from a Party to this Call Off Contract shall be dealt with in accordance with the provisions of Framework Schedule 20 (Conduct of Claims).

## **37. INSURANCE**

- 37.1 The Supplier shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Supplier, arising out of the Supplier's performance of its obligations under the Contract, including death or personal injury, loss of or damage to property or any other loss. Where required by the Customer, such policy or policies shall include professional indemnity cover in respect of any financial loss to the Customer arising from any advice given or omitted to be given by the Supplier under the Contract or otherwise in connection with the provision of the Contract Services. Such insurance shall be maintained for so long as the Supplier may have any liability to the Customer.
- 37.2 It shall be the responsibility of the Supplier to determine the amount of insurance cover that will be adequate to enable the Supplier to satisfy any liability arising in respect of the risks referred to in Clause 37.1.
- 37.3 Without limitation to the generality of Clause 37.1 the Supplier shall ensure that it maintains the policy or policies of insurance as stipulated in the Call Off Order Form.
- 37.4 If, for whatever reason, the Supplier fails to give effect to and maintain the insurances required by Clause 37.1 and Clause 37.2 the Customer may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Supplier.
- 37.5 The provisions of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under the Contract.

## **J. REMEDIES AND RELIEF**

### **38. CUSTOMER REMEDIES FOR DEFAULT**

#### **38.1 Remedies**

38.1.1 Without prejudice to any other right or remedy of the Customer howsoever arising (including under Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring)) and subject to the exclusive financial remedy provisions in Clauses 13.6 (Service Levels and Service Credits) and 6.4.1(b) (Delay Payments), if the Supplier commits any Default of this Call Off Contract then the Customer may (whether or not any part of the Services have been Delivered) do any of the following:

- (a) at the Customer's option, give the Supplier the opportunity (at the Supplier's expense) to remedy the Default together with any damage resulting from such Default (where such Default is capable of remedy) or to supply Replacement Services and carry out any other necessary work to ensure that the terms of this Call Off Contract are fulfilled, in accordance with the Customer's instructions;
- (b) carry out, at the Supplier's expense, any work necessary to make the provision of the Services comply with this Call Off Contract;
- (c) if the Default is 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):
  - (i) instruct the Supplier to comply with the Rectification Plan

Process;

- (ii) suspend this Call Off Contract (whereupon the relevant provisions of Clause 44 (Partial Termination, Suspension and Partial Suspension) shall apply) and step-in to itself supply or procure a third party to supply (in whole or in part) the Services;
- (iii) without terminating or suspending the whole of this Call Off Contract, terminate or suspend this Call Off Contract in respect of part of the provision of the Services only (whereupon the relevant provisions of Clause 44 (Partial Termination, Suspension and Partial Suspension) shall apply) and step-in to itself supply or procure a third party to supply (in whole or in part) such part of the Good and/or Services;

38.1.2 Where the Customer exercises any of its step-in rights under Clauses 38.1.1(c)(ii) or 38.1.1(c)(iii), the Customer shall have the right to charge the Supplier for and the Supplier shall on demand pay any costs reasonably incurred by the Customer (including any reasonable administration costs) in respect of the supply of any part of the Services by the Customer or a third party and provided that the Customer uses its reasonable endeavours to mitigate any additional expenditure in obtaining Replacement Services.

## 38.2 Rectification Plan Process

38.2.1 Where the Customer has instructed the Supplier to comply with the Rectification Plan Process pursuant to Clause 38.1.1(c)(i):

- (a) the Supplier shall submit a draft Rectification Plan to the Customer for it to review as soon as possible and in any event within 10 (ten) Working Days (or such other period as may be agreed between the Parties) from the date of Customer's instructions. The Supplier shall submit a draft Rectification Plan even if the Supplier disputes that it is responsible for the Default giving rise to the Customer's request for a draft Rectification Plan.
- (b) the draft Rectification Plan shall set out:
  - (i) full details of the Default that has occurred, including a cause analysis;
  - (ii) the actual or anticipated effect of the Default; and
  - (iii) the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable).

38.2.2 The Supplier shall promptly provide to the Customer any further documentation that the Customer 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 5 of Call Off Schedule 11 (Dispute Resolution Procedure).

38.2.3 The Customer 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 Default; and/or

(d) will rectify the Default but in a manner which is unacceptable to the Customer.

38.2.4 The Customer shall notify the Supplier whether it consents to the draft Rectification Plan as soon as reasonably practicable. If the Customer rejects the draft Rectification Plan, the Customer 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 Customer for review within five (5) Working Days (or such other period as agreed between the Parties) of the Customer's notice rejecting the first draft.

38.2.5 If the Customer consents to the Rectification Plan, the Supplier shall immediately start work on the actions set out in the Rectification Plan.

### **39. SUPPLIER RELIEF DUE TO CUSTOMER CAUSE**

39.1 If the Supplier has failed to:

39.1.1 Achieve a Milestone by its Milestone Date;

39.1.2 provide the Services in accordance with the Service Levels;

39.1.3 comply with its obligations under this Call Off Contract, (each a "Supplier Non-Performance"), and can demonstrate that the Supplier Non-Performance would not have occurred but for a Customer Cause, then (subject to the Supplier fulfilling its obligations in Clause 17 (Supplier Notification of Customer Cause)):

- (a) the Supplier shall not be treated as being in breach of this Call Off Contract to the extent the Supplier can demonstrate that the Supplier Non-Performance was caused by the Customer Cause;
- (b) the Customer shall not be entitled to exercise any rights that may arise as a result of that Supplier Non-Performance to terminate this Call Off Contract pursuant to Clause 41 (Customer Termination Rights) except Clause 41.7 (Termination Without Cause);
- (c) where the Supplier Non-Performance constitutes the failure to Achieve a Milestone by its Milestone Date:
  - (i) the Milestone Date shall be postponed by a period equal to the period of Delay that the Supplier can demonstrate was caused by the Customer Cause;
  - (ii) if the Customer, acting reasonably, considers it appropriate, the Implementation Plan shall be amended to reflect any consequential revisions required to subsequent Milestone Dates resulting from the Customer Cause;
  - (iii) if failure to Achieve a Milestone attracts a Delay Payment, the Supplier shall have no liability to pay any such Delay Payment associated with the Milestone to the extent that the Supplier can demonstrate that such failure was caused by the Customer Cause; and/or
- (d) where the Supplier Non-Performance constitutes a Service Level Failure:
  - (i) the Supplier shall not be liable to accrue Service Credits;

- (ii) the Customer shall not be entitled to any Compensation for Critical Service Level Failure pursuant to Clause 14 (Critical Service Level Failure); and
- (iii) the Supplier shall be entitled to invoice for the Call Off Contract Charges for the provision of the relevant Services affected by the Customer Cause, in each case, to the extent that the Supplier can demonstrate that the Service Level Failure was caused by the Customer Cause.

39.2 In order to claim any of the rights and/or relief referred to in Clause 39.1, the Supplier shall:

39.2.1 comply with its obligations under Clause 17 (Notification of Customer Cause); and

39.2.2 within ten (10) Working Days of becoming aware that a Customer Cause has caused, or is likely to cause, a Supplier Non-Performance, give the Customer notice (a “**Relief Notice**”) setting out details of:

- (a) the Supplier Non-Performance;
- (b) the Customer Cause and its effect on the Supplier’s ability to meet its obligations under this Call Off Contract; and
- (c) the relief claimed by the Supplier.

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

39.4 Without prejudice to Clauses 8.6 (Continuing obligation to provide the Services), if a Dispute arises as to:

- 39.4.1 whether a Supplier Non-Performance would not have occurred but for a Customer Cause; and/or
- 39.4.2 the nature and/or extent of the relief claimed by the Supplier,

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.

39.5 Any Variation that is required to the Implementation Plan or to the Call Off Contract Charges pursuant to Clause 39 shall be implemented in accordance with the Variation Procedure.

#### **40. FORCE MAJEURE**

40.1 Subject to the remainder of Clause 40 (and, in relation to the Supplier, subject to its compliance with any obligations in Clause 15 (Business Continuity and Disaster Recovery)), a Party may claim relief under Clause 40 from liability for failure to meet its obligations under this Call Off 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 Call Off 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.

40.2 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.

40.3 If the Supplier is the Affected Party, it shall not be entitled to claim relief under Clause 40 to the extent that consequences of the relevant Force Majeure Event:

40.3.1 are capable of being mitigated by any of the provision of any Services, including any BCDR Services, but the Supplier has failed to do so; and/or

40.3.2 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 Call Off Contract.

40.4 Subject to Clause 40.5, 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.

40.5 The Parties shall at all times following the occurrence of a Force Majeure Event and during its subsistence use their respective reasonable endeavours 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.

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

40.6.1 an Affected Party fails to perform its obligations in accordance with this Call Off Contract, then during the continuance of the Force Majeure Event:

- (a) the other Party shall not be entitled to exercise any rights to terminate this Call Off Contract in whole or in part as a result of such failure unless the provision of the Services is materially impacted by a Force Majeure Event which endures for a continuous period of more than ninety (90) days; and
- (b) the Supplier shall not be liable for any Default and the Customer shall not be liable for any Customer Cause arising as a result of such failure;

40.6.2 the Supplier fails to perform its obligations in accordance with this Call Off Contract:

- (a) the Customer shall not be entitled:
  - (i) during the continuance of the Force Majeure Event to exercise its step-in rights under Clause 38.1.1(b) and 38.1.1(c) (Customer Remedies for Default) as a result of such failure;
  - (ii) to receive Delay Payments pursuant to Clause 6.4 (Delay Payments) to the extent that the Achievement of any Milestone is affected by the Force Majeure Event; and
  - (iii) to receive Service Credits or withhold and retain any of the Call Off Contract Charges as Compensation for Critical Service Level Failure pursuant to Clause 14 (Critical Service Level Failure) to the extent that a Service Level Failure or Critical Service Level Failure has been caused by the Force Majeure Event; and
- (b) the Supplier shall be entitled to receive payment of the Call Off Contract Charges (or a proportional payment of them) only to the extent that the Services (or part of the Services) continue to be provided in accordance with the terms of this Call Off Contract during the occurrence of the Force Majeure Event.

40.7 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 Call Off Contract.

40.8 Relief from liability for the Affected Party under Clause 40 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 Call Off Contract and shall not be dependent on the serving of notice under Clause 40.7.

## **K. TERMINATION AND EXIT MANAGEMENT**

### **41. CUSTOMER TERMINATION RIGHTS**

#### 41.1 Termination in Relation to Call Off Guarantee

41.1.1 Where this Call Off Contract is conditional upon the Supplier procuring a Call Off Guarantee pursuant to Clause 4 (Call Off Guarantee), the Customer may terminate this Call Off Contract by issuing a Termination Notice to the Supplier where:

- (a) the Call Off Guarantor withdraws the Call Off Guarantee for any reason whatsoever;
- (b) the Call Off Guarantor is in breach or anticipatory breach of the Call Off Guarantee; (c) an Insolvency Event occurs in respect of the Call Off Guarantor; or
- (d) the Call Off Guarantee becomes invalid or unenforceable for any reason whatsoever, and in each case the Call Off Guarantee (as applicable) is not replaced by an alternative guarantee agreement acceptable to the Customer; or
- (e) the Supplier fails to provide the documentation required by Clause 4.1 by the date so specified by the Customer.

#### 41.2 Termination on Material Default

41.2.1 The Customer may terminate this Call Off Contract for material Default by issuing a Termination Notice to the Supplier where:

- (a) the Supplier commits a Critical Service Level Failure;
- (b) the representation and warranty given by the Supplier pursuant to Clause 3.2.5 (Representations and Warranties) is materially untrue or misleading, and the Supplier fails to provide details of proposed mitigating factors which in the reasonable opinion of the Customer are acceptable;
- (c) as a result of any Defaults, the Customer incurs Losses in any Contract Year which exceed 80% (unless stated differently in the Call Off Order Form) of the value of the Supplier's aggregate annual liability limit for that Contract Year as set out in Clauses 36.2.1(a) and 36.2.1(b) (Liability);
- (d) the Customer expressly reserves the right to terminate this Call Off Contract for material Default, including pursuant to any of the following Clauses: 6.2.3 (Implementation Plan), 8.4.2 (Services), 14.1 (Critical Service Level Failure), 16.4 (Disruption), 21.5 (Records, Audit Access and Open Book Data), 24 (Promoting Tax Compliance), 34.3.9 (Confidentiality), 50.6.2 (Prevention of Fraud and Bribery), Paragraph 1.2.4 of the Annex to Part A and Paragraph 1.2.4 of the Annex to Part B of Call Off Schedule 10 (Staff Transfer);
- (e) the Supplier commits any material Default of this Call Off Contract which is not, in the reasonable opinion of the Customer, capable of remedy; and/or
- (f) the Supplier commits a Default, including a material Default, which in the opinion of the Customer is remediable but has not remedied such Default to the satisfaction of the Customer in accordance with the Rectification Plan Process.

41.2.2 For the purpose of Clause 41.2.1, 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.

#### 41.3 Termination in Relation to Financial Standing

41.3.1 The Customer may terminate this Call Off Contract by issuing a Termination Notice to the Supplier where in the reasonable opinion of the Customer there is a material detrimental change in the financial standing and/or the credit rating of the Supplier which:

- (a) adversely impacts on the Supplier's ability to supply the Services under this Call Off Contract; or
- (b) could reasonably be expected to have an adverse impact on the Suppliers ability to supply the Services under this Call Off Contract.

#### 41.4 Termination on Insolvency

41.4.1 The Customer may terminate this Call Off Contract by issuing a Termination Notice to the Supplier where an Insolvency Event affecting the Supplier occurs. 41.5 Termination on Change of Control

41.5.1 The Supplier shall notify the Customer immediately in writing and as soon as the Supplier is aware (or ought reasonably to be aware) that it is anticipating, undergoing, undergoes or has undergone a Change of Control and provided such notification does not contravene any Law.

41.5.2 The Supplier shall ensure that any notification made pursuant to Clause 41.5.1 shall set out full details of the Change of Control including the circumstances suggesting and/or explaining the Change of Control.

41.5.3 The Customer may terminate this Call Off Contract by issuing a Termination Notice under Clause 41.5 to the Supplier within six (6) Months of:

- (a) being notified in writing that a Change of Control is anticipated or in contemplation or has occurred; or
- (b) where no notification has been made, the date that the Customer becomes aware that a Change of Control is anticipated or is in contemplation or has occurred, but shall not be permitted to terminate where an Approval was granted prior to the Change of Control.

#### 41.6 Termination for breach of Regulations

41.6.1 The Customer may terminate this Call Off Contract by issuing a Termination Notice to the Supplier on the occurrence of any of the statutory provisos contained in Regulation 73 (1) (a) to (c).

#### 41.7 Termination Without Cause

41.7.1 The Customer shall have the right to terminate this Call Off Contract at any time by issuing a Termination Notice to the Supplier giving at least thirty (30) Working Days written notice (unless stated differently in the Call Off Order Form).

#### 41.8 Termination in Relation to Framework Agreement

41.8.1 The Customer may terminate this Call Off Contract by issuing a Termination Notice to the Supplier if the Framework Agreement is terminated for any reason whatsoever.

#### 41.9 Termination in Relation to Benchmarking

41.9.1 The Customer may terminate this Call Off Contract by issuing a Termination Notice to the Supplier if the Supplier refuses or fails to comply with its obligations as set out in paragraphs 1 and 2 of Framework Schedule 12 (Continuous Improvement and Benchmarking).

#### 41.10 Termination in Relation to Variation

41.10.1 The Customer may terminate this Call Off Contract by issuing a Termination Notice to the Supplier for failure of the Parties to agree or the Supplier to implement a Variation in accordance with the Variation Procedure.

### **42. SUPPLIER TERMINATION RIGHTS**

#### 42.1 Termination on Customer Cause for Failure to Pay

42.1.1 The Supplier may, by issuing a Termination Notice to the Customer, terminate this Call Off Contract if the Customer fails to pay an undisputed sum due to the Supplier under this Call Off Contract which in aggregate exceeds an amount equal to one month's average Call Off Contract Charges (unless a different amount has been specified in the Call Off Order Form), for the purposes of this Clause 42.1.1 (the "**Undisputed Sums Limit**"), and the said undisputed sum due remains outstanding for forty (40) Working Days (the "**Undisputed Sums Time Period**") after the receipt by the Customer of a written notice of non-payment from the Supplier specifying:

- (a) the Customer's failure to pay; and
- (b) the correct overdue and undisputed sum; and
- (c) the reasons why the undisputed sum is due; and
- (d) the requirement on the Customer to remedy the failure to pay; and

this Call Off Contract shall then terminate on the date specified in the Termination Notice (which shall not be less than twenty (20) Working Days from the date of the issue of the Termination Notice), save that such right of termination shall not apply where the failure to pay is due to the Customer exercising its rights under this Call Off Contract including Clause 23.3 (Retention and Set off).

42.1.2 The Supplier shall not suspend the supply of the Services for failure of the Customer to pay undisputed sums of money (whether in whole or in part).

### **43. TERMINATION BY EITHER PARTY**

#### 43.1 Termination for continuing Force Majeure Event

43.1.1 Either Party may, by issuing a Termination Notice to the other Party, terminate this Call Off Contract in accordance with Clause 40.6.1(a) (Force Majeure).

### **44. PARTIAL TERMINATION, SUSPENSION AND PARTIAL SUSPENSION**

44.1 Where the Customer has the right to terminate this Call Off Contract, the Customer shall be entitled to terminate or suspend all or part of this Call Off Contract provided always that, if the Customer elects to terminate or suspend this Call Off Contract in part, the parts of this Call Off Contract not terminated or suspended can, in the Customer's reasonable opinion, operate effectively to deliver the intended purpose of the surviving parts of this Call Off Contract.

44.2 Any suspension of this Call Off Contract under Clause 44.1 shall be for such period as the Customer may specify and without prejudice to any right of termination which has already accrued, or subsequently accrues, to the Customer.

44.3 The Parties shall seek to agree the effect of any Variation necessitated by a partial termination, suspension or partial suspension in accordance with the Variation Procedure, including the effect that the partial termination, suspension or partial suspension may have on the provision of any other Services and the Call Off Contract Charges, provided that the Supplier shall not be entitled to:

44.3.1 an increase in the Call Off Contract Charges in respect of the provision of the Services that have not been terminated if the partial termination arises due to the exercise of any of the Customer's termination rights under Clause 41 (Customer Termination Rights) except Clause 41.7 (Termination Without Cause); and 44.3.2 reject the variation.

#### **45. CONSEQUENCES OF EXPIRY OR TERMINATION**

45.1 Consequences of termination under Clauses 41.1 (Termination in Relation to Guarantee), 41.2 (Termination on Material Default), 41.3 (Termination in Relation to Financial Standing), 41.8 (Termination in Relation to Framework Agreement), 41.9 (Termination in Relation to Benchmarking) and 41.10 (Termination in Relation to Variation)

45.1.1 Where the Customer:

(a) terminates (in whole or in part) this Call Off Contract under any of the Clauses referred to in Clause 45.1; and

(b) then makes other arrangements for the supply of the Services, the Customer may recover from the Supplier the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Customer throughout the remainder of the Call Off Contract Period provided that Customer shall take all reasonable steps to mitigate such additional expenditure. No further payments shall be payable by the Customer to the Supplier until the Customer has established the final cost of making those other arrangements.

45.2 Consequences of termination under Clauses 41.7 (Termination without Cause) and 42.1 (Termination on Customer Cause for Failure to Pay) 45.2.1 Where:

(a) the Customer terminates (in whole or in part) this Call Off Contract under Clause 41.7 (Termination without Cause); or

(b) the Supplier terminates this Call Off Contract pursuant to Clause 42.1 (Termination on Customer Cause for Failure to Pay),

the Customer shall indemnify the Supplier against any reasonable and proven Losses which would otherwise represent an unavoidable loss by the Supplier by reason of the termination of this Call Off Contract, provided that the Supplier takes all reasonable steps to mitigate such Losses. The Supplier shall submit a fully itemised and costed list of such Losses, with supporting evidence including such further evidence as the Customer may require, reasonably and actually incurred by the Supplier as a result of termination under Clause 41.7 (Termination without Cause).

45.2.2 The Customer shall not be liable under Clause 45.2.1 to pay any sum which:

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

- (b) when added to any sums paid or due to the Supplier under this Call Off Contract, exceeds the total sum that would have been payable to the Supplier if this Call Off Contract had not been terminated.

#### 45.3 Consequences of termination under Clause 43.1 (Termination for Continuing Force Majeure Event)

45.3.1 The costs of termination incurred by the Parties shall lie where they fall if either Party terminates or partially terminates this Call Off Contract for a continuing Force Majeure Event pursuant to Clause 43.1 (Termination for Continuing Force Majeure Event).

#### 45.4 Consequences of Termination for Any Reason

45.4.1 Save as otherwise expressly provided in this Call Off Contract:

- (a) termination or expiry of this Call Off Contract shall be without prejudice to any rights, remedies or obligations accrued under this Call Off Contract prior to termination or expiration and nothing in this Call Off Contract shall prejudice the right of either Party to recover any amount outstanding at the time of such termination or expiry; and
- (b) termination of this Call Off Contract shall not affect the continuing rights, remedies or obligations of the Customer or the Supplier under Clauses 21 (Records, Audit Access & Open Book Data), 33 (Intellectual Property Rights), 34.3 (Confidentiality), 34.5 (Freedom of Information) 34.6.1 (Protection of Personal Data), 36 (Liability), 45 (Consequences of Expiry or Termination), 51 (Severance), 53 (Entire Agreement), 54 (Third Party Rights) 56 (Dispute Resolution) and 57 (Governing Law and Jurisdiction), and the provisions of Call Off Schedule 1 (Definitions), Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing), Call Off Schedule 9 (Exit Management), Call Off Schedule 10 (Staff Transfer), Call Off Schedule 11 (Dispute Resolution Procedure) and, without limitation to the foregoing, any other provision of this Call Off Contract which expressly or by implication is to be performed or observed notwithstanding termination or expiry shall survive the Call Off Expiry Date.

#### 45.5 Exit management

45.5.1 The Parties shall comply with the exit management provisions set out in Call Off Schedule 9 (Exit Management).

### **L. MISCELLANEOUS AND GOVERNING LAW**

#### **46. COMPLIANCE**

##### 46.1 Health and Safety

46.1.1 The Supplier shall perform its obligations under this Call Off Contract (including those in relation to the Services) in accordance with:

- (a) all applicable Law regarding health and safety; and
- (b) the Customer's health and safety policy (as provided to the Supplier from time to time) whilst at the Customer Premises.

46.1.2 Each Party shall promptly notify the other of as soon as possible of any health and safety incidents or material health and safety hazards at the Customer Premises of which it

becomes aware and which relate to or arise in connection with the performance of this Call Off Contract

46.1.3 While on the Customer Premises, the Supplier shall comply with any health and safety measures implemented by the Customer in respect of Supplier Personnel and other persons working there and any instructions from the Customer on any necessary associated safety measures.

#### 46.2 Equality and Diversity

46.2.1 The Supplier shall:

- (a) perform its obligations under this Call Off Contract (including those in relation to provision of the Services) in accordance with:
  - (i) all applicable equality Law (whether in relation to race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise); and
  - (ii) any other requirements and instructions which the Customer reasonably imposes in connection with any equality obligations imposed on the Customer at any time under applicable equality Law;
- (b) take all necessary steps, and inform the Customer 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).

#### 46.3 Official Secrets Act and Finance Act

46.3.1 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.

#### 46.4 Environmental Requirements

46.4.1 The Supplier shall, when working on the Sites, perform its obligations under this Call Off Contract in accordance with the Environmental Policy of the Customer.

46.4.2 The Customer shall provide a copy of its written Environmental Policy (if any) to the Supplier upon the Supplier's written request.

### **47. ASSIGNMENT AND NOVATION**

47.1 The Supplier shall not assign, novate, Sub-Contract or otherwise dispose of or create any trust in relation to any or all of its rights, obligations or liabilities under this Call Off Contract or any part of it without Approval.

47.2 The Customer may assign, novate or otherwise dispose of any or all of its rights, liabilities and obligations under this Call Off Contract or any part thereof to:

47.2.1 any other Contracting Authority; or

47.2.2 any other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Customer; or 47.2.3 any private sector body which substantially performs the functions of the Customer, and the Supplier shall, at the Customer's request, enter into a novation agreement in such form as the Customer shall reasonably specify in order to enable the Customer to exercise its rights pursuant to this Clause 47.2.

47.3 A change in the legal status of the Customer shall not, subject to Clause 47.4 affect the validity of this Call Off Contract and this Call Off Contract shall be binding on any successor body to the Customer.

47.4 If the Customer assigns, novates or otherwise disposes of any of its rights, obligations or liabilities under this Call Off Contract to a private sector body in accordance with Clause 47.2.3 (the “**Transferee**” in the rest of this Clause 47.4) the right of termination of the Customer in Clause 41.4 (Termination on Insolvency) shall be available to the Supplier in the event of insolvency of the Transferee (as if the references to Supplier in Clause 41.4 (Termination on Insolvency) and to Supplier or Framework Guarantor or Call Off Guarantor in the definition of Insolvency Event were references to the Transferee).

#### **48. WAIVER AND CUMULATIVE REMEDIES**

48.1 The rights and remedies under this Call Off Contract may be waived only by notice in accordance with Clause 55 (Notices) 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 Call Off 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 right or remedy.

48.2 Unless otherwise provided in this Call Off Contract, rights and remedies under this Call Off Contract are cumulative and do not exclude any rights or remedies provided by Law, in equity or otherwise.

#### **49. RELATIONSHIP OF THE PARTIES**

49.1 Except as expressly provided otherwise in this Call Off Contract, nothing in this Call Off Contract, nor any actions taken by the Parties pursuant to this Call Off 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.

#### **50. PREVENTION OF FRAUD AND BRIBERY**

50.1 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 Call Off Commencement Date:

50.1.1 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

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

50.2 The Supplier shall not during the Call Off Contract Period:

50.2.1 commit a Prohibited Act; and/or 50.2.2 do or suffer anything to be done which would cause the Customer or any of the Customer’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.

50.3 The Supplier shall during the Call Off Contract Period:

50.3.1 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;

50.3.2 keep appropriate records of its compliance with its obligations under Clause 50.3.1 and make such records available to the Customer on request;

50.3.3 if so required by the Customer, within twenty (20) Working Days of the Call Off Commencement Date, and annually thereafter, certify to the Customer in writing that the Supplier and all persons associated with it or its Sub Contractors or other persons who are supplying the Services in connection with this Call Off Contract are compliant with the Relevant Requirements. The Supplier shall provide such supporting evidence of compliance as the Customer may reasonably request; and

50.3.4 have, maintain and where appropriate enforce an anti-bribery policy (which shall be disclosed to the Customer on request) to prevent it and any Supplier Personnel or any person acting on the Supplier's behalf from committing a Prohibited Act.

50.4 The Supplier shall immediately notify the Customer in writing if it becomes aware of any breach of Clause 50.1, or has reason to believe that it has or any of the Supplier Personnel have:

50.4.1 been subject to an investigation or prosecution which relates to an alleged Prohibited Act;

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

50.4.3 received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this Call Off Contract or otherwise suspects that any person or Party directly or indirectly connected with this Call Off Contract has committed or attempted to commit a Prohibited Act.

50.5 If the Supplier makes a notification to the Customer pursuant to Clause 50.4, the Supplier shall respond promptly to the Customer's enquiries, co-operate with any investigation, and allow the Customer to audit any books, records and/or any other relevant documentation in accordance with Clause 21 (Records, Audit Access and Open Book Data).

50.6 If the Supplier breaches Clause 50.3, the Customer may by notice:

50.6.1 require the Supplier to remove from performance of this Call Off Contract any Supplier Personnel whose acts or omissions have caused the Supplier's breach; or

50.6.2 immediately terminate this Call Off Contract for material Default.

50.7 Any notice served by the Customer under Clause 50.4 shall specify the nature of the Prohibited Act, the identity of the Party who the Customer believes has committed the Prohibited Act and the action that the Customer has elected to take (including, where relevant, the date on which this Call Off Contract shall terminate).

## **51. SEVERANCE**

51.1 If any provision of this Call Off 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 Call Off Contract are not void or unenforceable be deemed to be deleted and the validity and/or enforceability of the remaining provisions of this Call Off Contract shall not be affected.

51.2 In the event that any deemed deletion under Clause 51.1 is so fundamental as to prevent the accomplishment of the purpose of this Call Off Contract or materially alters the balance

of risks and rewards in this Call Off Contract, either Party may give notice to the other Party requiring the Parties to commence good faith negotiations to amend this Call Off Contract so that, as amended, it is valid and enforceable, preserves the balance of risks and rewards in this Call Off Contract and, to the extent that is reasonably practicable, achieves the Parties' original commercial intention.

51.3 If the Parties are unable to resolve the Dispute arising under Clause 51 within twenty (20) Working Days of the date of the notice given pursuant to Clause 51.2, this Call Off Contract shall automatically terminate with immediate effect. The costs of termination incurred by the Parties shall lie where they fall if this Call Off Contract is terminated pursuant to Clause 51.

## **52. FURTHER ASSURANCES**

52.1 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 necessary to give effect to the meaning of this Call Off Contract.

## **53. ENTIRE AGREEMENT**

53.1 This Call Off Contract and the documents referred to in it constitute the entire agreement between the Parties in respect of the matter and supersede and extinguish all prior negotiations, course of dealings or agreements made between the Parties in relation to its subject matter, whether written or oral.

53.2 Neither Party has been given, nor entered into this Call Off Contract in reliance on, any warranty, statement, promise or representation other than those expressly set out in this Call Off Contract.

53.3 Nothing in Clause 53 shall exclude any liability in respect of misrepresentations made fraudulently.

## **54. THIRD PARTY RIGHTS**

54.1 The provisions of 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 and paragraphs and 1.4, 2.3 and 2.8 of Part D of Call Off Schedule 10 (Staff Transfer) and the provisions of paragraph 9.9 of Call Off Schedule 9 (Exit Management) (together "**Third Party Provisions**") confer benefits on persons named in such provisions other than the Parties (each such person a "**Third Party Beneficiary**") and are intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

54.2 Subject to Clause 54.1, a person who is not a Party to this Call Off Contract has no right under the CTRPA to enforce any term of this Call Off Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

54.3 No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of the Customer, which may, if given, be given on and subject to such terms as the Customer may determine.

54.4 Any amendments or modifications to this Call Off Contract may be made, and any rights created under Clause 54.1 may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

## **55. NOTICES**

55.1 Except as otherwise expressly provided within this Call Off Contract, any notices sent under this Call Off Contract must be in writing. For the purpose of Clause 55, an e-mail is accepted as being "in writing".

55.2 Subject to Clause 55.3, the following table sets out the method by which notices may be served under this Call Off Contract and the respective deemed time and proof of service:

Manner of delivery	Deemed time of delivery	Proof of Service
Email (Subject to Clauses 55.3 and 55.4)	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
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

55.3 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 Royal Mail Signed For™ 1<sup>st</sup> Class or other prepaid in the manner set out in the table in Clause 55.2:

55.3.1 any Termination Notice (Clause 41 (Customer Termination Rights)),

55.3.2 any notice in respect of:

- (a) partial termination, suspension or partial suspension (Clause 44 (Partial Termination, Suspension and Partial Suspension)),
- (b) waiver (Clause 48 (Waiver and Cumulative Remedies))
- (c) Default or Customer Cause; and

55.3.3 any Dispute Notice.

55.4 Failure to send any original notice by personal delivery or recorded delivery in accordance with Clause 55.3 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™ 1<sup>st</sup> Class delivery (as set out in the table

in Clause 55.2) or, if earlier, the time of response or acknowledgement by the other Party to the email attaching the notice.

55.5 Clause 55 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 the Dispute Resolution Procedure).

55.6 For the purposes of Clause 55, the address and email address of each Party shall be as specified in the Call Off Order Form.

#### **56. DISPUTE RESOLUTION**

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

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

#### **57. GOVERNING LAW AND JURISDICTION**

57.1 This Call Off Contract and any issues, Disputes or claims (whether contractual or noncontractual) 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.

57.2 Subject to Clause 56 (Dispute Resolution) and Call Off Schedule 12 (Dispute Resolution Procedure) (including the Customer's right to refer the Dispute to arbitration), the Parties agree that the courts of England and Wales (unless stated differently in the Call Off Order Form) shall have exclusive jurisdiction to settle any Dispute or claim (whether contractual or non-contractual) that arises out of or in connection with this Call Off Contract or its subject matter or formation.

#### **CALL OFF SCHEDULE 1: DEFINITIONS**

1. In accordance with Clause 1 (Definitions and Interpretation) of this Call Off Contract including its recitals the following expressions shall have the following meanings:

<b>"Achieve"</b>	means in respect of a Test, to successfully pass such Test without any Test Issues in accordance with the Test Strategy Plan and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and <b>"Achieved"</b> , <b>"Achieving"</b> and <b>"Achievement"</b> shall be construed accordingly;	a) a Central
<b>"Acquired Rights Directive"</b>	means the European Council Directive 77/187/EEC on the approximation of laws of European member states relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended or re-enacted from time to time;	
<b>"Additional Clauses"</b>	means the additional Clauses in Call Off Schedule 14 (Alternative and/or Additional Clauses) and any other additional Clauses set out in the Call Off Order Form or elsewhere in this Call Off Contract;	
<b>"Administration"</b>	means a rescue mechanism under the Insolvency Act 1986 where a company may be rescued or reorganised or its assets realised under the protection of a statutory moratorium. The company is put into Administration and an Administrator is appointed.	
<b>"Affected Party"</b>	means the party seeking to claim relief in respect of a Force Majeure;	
<b>"Affiliates"</b>	has the meaning given to it in Framework Schedule 1 (Definitions);	
<b>"Alternative Clauses"</b>	means the alternative Clauses in Call Off Schedule 14 (Alternative and/or Additional Clauses) and any other alternative Clauses set out in the Call Off Order Form or elsewhere in this Call Off Contract;	
<b>"Applicant"</b>	has the meaning given to it in Framework Schedule 1 (Definitions);	
<b>"Applicant Support Function"</b>	means a service set up by the Supplier to provide assistance, advice, and information to Potential Applicants and Applicants seeking to apply for the grants against the Challenge Fund.	
<b>"Approval"</b>	means the prior written consent of the Customer and <b>"Approve"</b> and <b>"Approved"</b> shall be construed accordingly;	
<b>"Approved Sub-Licensee"</b>	means any of the following:	
	Government Body;	
	b) any third party providing Services to a Central Government Body; and/or	
	c) 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 Customer;	
<b>"Assessment Criteria"</b>	means the criteria detailed at Annex B to Schedule 2 for assessment of Applicant(s) applications to the Challenge Fund for evaluation by the Supplier and the Customer.	

<b>"Auditor"</b>	means: <ul style="list-style-type: none"> <li>a) the Customer's internal and external auditors;</li> <li>b) the Customer'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 Customer to carry out audit or similar review functions; and</li> <li>f) successors or assigns of any of the above;</li> </ul>
<b>"Authority"</b>	has the meaning given to it in Framework Schedule 1 (Definitions);
<b>"BACS"</b>	means the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
<b>"BCDR Services"</b>	means the Business Continuity Services and Disaster Recovery Services;
<b>"BCDR Plan"</b>	means the plan prepared pursuant to paragraph 2 of Call Off Schedule 8 (Business Continuity and Disaster Recovery), as may be amended from time to time;
<b>"Business Continuity Services"</b>	has the meaning given to it in paragraph 4.2.2 of Call Off Schedule 8 (Business Continuity and Disaster Recovery);
<b>"Cabinet Office Grants Standards"</b>	means the Standards that seek to promote effective grant applications across all government departments, as amended, extended, consolidated or re-issued from time to time.  <a href="https://www.gov.uk/government/publications/grantsstandards/grant-standards">https://www.gov.uk/government/publications/grantsstandards/grant-standards</a>
<b>"Call Off Commencement Date"</b>	means the date of commencement of this Call Off Contract set out in the Call Off Order Form;
<b>"Call Off Contract"</b>	means this contract between the Customer and the Supplier (entered into pursuant to the provisions of the Framework Agreement), which consists of the terms set out in the Call Off Order Form and the Call Off Terms;
<b>"Call Off Contract Charges"</b>	means the prices (inclusive of any Milestone Payments and exclusive of any applicable VAT), payable to the Supplier by the Customer under this Call Off Contract, as set out in Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing), for the full and proper performance by the Supplier of its obligations under this Call Off Contract less any Deductions;
<b>"Call Off Contract Period"</b>	means the term of this Call Off Contract from the Call Off Commencement Date until the Call Off Expiry Date;

<b>"Call Off Contract Year"</b>	means a consecutive period of twelve (12) Months commencing on the Call Off Commencement Date or each anniversary thereof;
<b>"Call Off Expiry Date"</b>	means: <ul style="list-style-type: none"> <li>(a) the end date of the Call Off Initial Period or any Call Off Extension Period; or</li> <li>(b) if this Call Off Contract is terminated before the date specified in (a) above, the earlier date of termination of this Call Off Contract;</li> </ul>
<b>"Call Off Extension Period"</b>	means such period or periods up to a maximum of the number of years in total as may be specified by the Customer, pursuant to Clause 5.2 and in the Call Off Order Form;
<b>"Call Off Guarantee"</b>	means a deed of guarantee that may be required under this Call Off Contract in favour of the Customer in the form set out in Framework Schedule 13 (Guarantee) granted pursuant to Clause 7 (Call Off Guarantee);
<b>"Call Off Guarantor"</b>	means the person, in the event that a Call Off Guarantee is required under this Call Off Contract, acceptable to the Customer to give a Call Off Guarantee;
<b>"Call Off Initial Period"</b>	means the initial term of this Call Off Contract from the Call Off Commencement Date to the end date of the initial term stated in the Call Off Order Form;
<b>"Call Off Order Form"</b>	means the order form applicable to and set out in Part 1 of this Call Off Contract;
<b>"Call Off Procedure"</b>	has the meaning given to it in Framework Schedule 1 (Definitions);
<b>"Call Off Schedule"</b>	means a schedule to this Call Off Contract;
<b>"Call Off Tender"</b>	means the tender submitted by the Supplier in response to the Customer's Statement of Requirements following a Further Competition Procedure and set out at Call Off Schedule 15 (Call Off Tender);
<b>"Call Off Terms"</b>	means the terms applicable to and set out in Part 2 of this Call Off Contract;
<b>"Campaign"</b>	means the collective promotion and support activities by the Supplier in collaboration with the Customer to elicit applications for funding against the Challenge Fund by Potential Applicants.
<b>"Central Government Body"</b>	has the meaning given to it in Framework Schedule 1 (Definitions);

<b>"Challenge Fund"</b>	means the financial allocation set aside for the development of solutions to help reduce parental conflict and secure better outcomes for children.
<b>"Change in Law"</b>	means any change in Law which impacts on the supply of the Services and performance of the Call Off Contract which comes into force after the Call Off Commencement Date;
<b>"Change of Control"</b>	has the meaning given to it in Framework Schedule 1 (Definitions);
<b>"Charges"</b>	means the charges raised under or in connection with this Call Off Contract from time to time, which shall be calculated in a manner that is consistent with the Charging Structure;
<b>"Charging Structure"</b>	means the structure to be used in the establishment of the charging model which is applicable to the Call Off Contract, which is set out in Framework Schedule 3 (Framework Prices and Charging Structure);
<b>"Children In Need"</b>	A child in need is defined under the Children Act 1989 as a child who is unlikely to achieve or maintain a reasonable level of health or development, or whose health and development is likely to be significantly or further impaired, without the provision of services; or a child who is disabled
<b>"Commercially Sensitive Information"</b>	means the Confidential Information listed in the Call Off Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Customer that, if disclosed by the Customer, would cause the Supplier significant commercial disadvantage or material financial loss;
<b>"Communication and Marketing Function"</b>	means a service provided by the Supplier to communicate and promote the launch of the Challenge Fund in order to attract Potential Applicants to apply for funding against the Challenge Fund and to provide publicity and promotion for Challenge Fund within the wider public arena.
<b>"Comparable Supply"</b>	means the supply of Services to another customer of the Supplier that are the same or similar to the Services;
<b>"Compensation for Critical Service Level Failure"</b>	has the meaning given to it in Clause 14.2.2 (Critical Service Level Failure);
<b>"Confidential Information"</b>	means the Customer's Confidential Information and/or the Supplier's Confidential Information, as the context specifies;
<b>"Continuous Improvement Plan"</b>	means a plan for improving the provision of the Services and/or reducing the Charges produced by the Supplier pursuant to Framework Schedule 12 (Continuous Improvement and Benchmarking);
<b>"Contracting Authority"</b>	means the Authority, the Customer and any other bodies listed in the OJEU Notice;

<b>"Contract Package Area"</b>	The geographic areas in which the RPC Programme is delivering Face to Face Interventions has the meaning given to it in
<b>"Control"</b>	Framework Schedule 1
<b>"Conviction"</b>	(Definitions); means other than for minor road traffic offences, any previous or pending prosecutions, convictions, cautions and binding over orders (including any spent convictions as contemplated by section 1(1) of the Rehabilitation of Offenders Act 1974 by virtue of the exemptions specified in Part II of Schedule 1 of the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975 (SI 1975/1023) or any replacement or amendment to that Order, or being placed on a list kept pursuant to section 1 of the Protection of Children Act 1999 or being placed on a list kept pursuant to the Safeguarding Vulnerable Groups Act 2006;
<b>"Costs"</b>	the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Services:  <ul style="list-style-type: none"> <li>a) the cost to the Supplier or the Key Sub-Contractor (as the context requires), calculated per Man Day, of engaging the Supplier Personnel, including: <ul style="list-style-type: none"> <li>i) base salary paid to the Supplier Personnel; ii) employer's national insurance contributions; iii) pension contributions; iv) car allowances;</li> <li>v) any other contractual employment benefits; vi) staff training;</li> <li>vii) work place accommodation;</li> <li>viii) work place IT equipment and tools reasonably necessary to provide the Services (but not including items included within limb (b) below); and</li> <li>ix) reasonable recruitment costs, as agreed with the Customer;</li> </ul> </li> <li>b) costs incurred in respect of those Supplier 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 Supplier Assets by the Supplier to the Customer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;</li> </ul>

- c) operational costs which are not included within (a) (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Services;
- d) Reimbursable Expenses to the extent these have been specified as allowable in the Call Off Order Form and are incurred in delivering any Services where the Call Off Contract Charges for those Services are to be calculated on a Fixed Price or Firm Price pricing mechanism (as set out in Framework Schedule 3 (Framework Prices and Charging Structure));

but excluding:

- a) Overhead;
- b) financing or similar costs;
- c) maintenance and support costs to the extent that these relate to maintenance and/or support Services provided beyond the Call Off Contract Period whether in relation to Supplier Assets or otherwise;
- d) taxation;
- e) fines and penalties;
- f) amounts payable under Clause 25 (Benchmarking); and
- g) non-cash items (including depreciation, amortisation, impairments and movements in provisions);

<b>"Critical Service Level Failure"</b>	means any instance of critical service level failure specified in the Call Off Order Form;
<b>"Crown"</b>	has the meaning given to it in Framework Schedule 1 (Definitions);
<b>"Crown Body"</b>	has the meaning given to it in Framework Schedule 1 (Definitions);
<b>"CRTPA"</b>	has the meaning given to it in Framework Schedule 1 (Definitions);
<b>"Current Business"</b>	means the service(s) or product(s) which are currently being provided for the Customer via an alternate funding source and not via the Challenge Fund.
<b>"Customer"</b>	means the customer(s) identified in the Call Off Order Form;
<b>"Customer Assets"</b>	means the Customer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Customer and which is or may be used in connection with the provision of the Services;
<b>"Customer Background IPR"</b>	means: <ul style="list-style-type: none"> <li>a) IPRs owned by the Customer before the Call Off Commencement Date, including IPRs contained in any of</li> </ul>

the Customer's Know-How, documentation, software, processes and procedures;

- b) IPRs created by the Customer independently of this Call Off Contract; and/or
- c) Crown Copyright which is not available to the Supplier otherwise than under this Call Off Contract;

**"Customer Cause"** means any breach of the obligations of the Customer or any other default, act, omission, negligence or statement of the Customer, of its employees, servants, agents in connection with or in relation to the subject-matter of this Call Off Contract and in respect of which the Customer is liable to the Supplier;

**"Customer Data"** means:

- a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any Customer's Confidential Information, and which:
  - i) are supplied to the Supplier by or on behalf of the Customer; or ii) the Supplier is required to generate, process, store or transmit pursuant to this Call Off Contract; or
- b) any Personal Data for which the Customer is the Data Controller;

**"Customer Premises"** means premises owned, controlled or occupied by the Customer which are made available for use by the Supplier or its Sub-Contractors for the provision of the Services (or any of them);

**"Customer Property"** means the property, other than real property and IPR, including any equipment issued or made available to the Supplier by the Customer in connection with this Call Off Contract;

**"Customer Representative"** means the representative appointed by the Customer from time to time in relation to this Call Off Contract;

**"Customer Responsibilities"** means the responsibilities of the Customer set out in Call Off Schedule 4 (Implementation Plan) and any other responsibilities of the Customer in the Call Off Order Form or agreed in writing between the Parties from time to time in connection with this Call Off Contract;

**"Customer's Confidential Information"** means:

- a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Customer (including all Customer Background IPR and Project Specific IPR);
- b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably

be considered confidential which comes (or has come) to the Customer's attention or into the Customer's possession in connection with this Call Off Contract; and

	c) information derived from any of the above;
<b>"Data Controller"</b>	has the meaning given to it in Framework Schedule 1 (Definitions);
<b>"Data Processor"</b>	has the meaning given to it in Framework Schedule 1 (Definitions);;
<b>"Data Protection Legislation" or "DPA"</b>	has the meaning given to it in Framework Schedule 1 (Definitions);;
<b>"Data Subject"</b>	has the meaning given to it in Framework Schedule 1 (Definitions);;
<b>"Data Subject Access Request"</b>	means a request made by a Data Subject in accordance with rights granted pursuant to the DPA to access his or her Personal Data;
<b>"Deductions"</b>	means all Service Credits, Delay Payments or any other deduction which the Customer is paid or is payable under this Call Off Contract;
<b>"Default"</b>	means any breach of the obligations of the Supplier (including but not limited to including abandonment of this Call Off Contract in breach of its terms) or any other default (including material Default), act, omission, negligence or statement of the Supplier, of its Sub-Contractors or any Supplier Personnel howsoever arising in connection with or in relation to the subject-matter of this Call Off Contract and in respect of which the Supplier is liable to the Customer;
<b>"Delay"</b>	means:  a) a delay in the Achievement of a Milestone by its Milestone Date; or  b) a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan;
<b>"Delay Payments"</b>	means the amounts payable by the Supplier to the Customer in respect of a delay in respect of a Milestone as specified in the Implementation Plan;
<b>"Delay Period Limit"</b>	shall be the number of days specified in Call Off Schedule 4 (Implementation Plan) for the purposes of Clause 6.4.1(b)(ii);
<b>"Deliverable"</b>	means an item or feature in the supply of the Services delivered or to be delivered by the Supplier at or before a Milestone Date listed in the Implementation Plan (if any) or at any other stage during the performance of this Call Off Contract;

<b>"Delivery"</b>	means delivery in accordance with the terms of this Call Off Contract as confirmed by the issue by the Customer of a Satisfaction Certificate in respect of the relevant Milestone thereof (if any) or otherwise in accordance with this Call Off Contract and accepted by the Customer and <b>"Deliver"</b> and <b>"Delivered"</b> shall be construed accordingly;
<b>"Delivery Partner"</b>	means the <b>"Supplier"</b>
<b>"Department for Health and Social Care" (DHSC)</b>	A department of Her Majesty's Government, responsible for government policy on health and adult social care matters in England, along with a few elements of the same matters which are not otherwise devolved to the Scottish Government, Welsh Government or Northern Ireland Executive.
<b>"Digital"</b>	Means involving or relating to the use of computer technology
<b>"Disaster"</b>	means the occurrence of one or more events which, either separately or cumulatively, mean that the Services, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable) for the period specified in the Call Off Order Form (for the purposes of this definition the <b>"Disaster Period"</b> );
<b>"Disaster Recovery Services"</b>	means the Services embodied in the processes and procedures for restoring the provision of Services following the occurrence of a Disaster, as detailed further in Call Off Schedule 8 (Business Continuity and Disaster Recovery);
<b>"Disclosing Party"</b>	has the meaning given to it in Clause 34.3.1 (Confidentiality);
<b>"Dispute"</b>	means any dispute, difference or question of interpretation arising out of or in connection with this Call Off Contract, including any dispute, difference or question of interpretation relating to the Services, failure to agree in accordance with the Variation Procedure or any matter where this Call Off Contract directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure;
<b>"Dispute Notice"</b>	means 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>	means the dispute resolution procedure set out in Call Off Schedule 11 (Dispute Resolution Procedure);
<b>"Documentation"</b>	means all documentation as: <ul style="list-style-type: none"> <li>a) is required to be supplied by the Supplier to the Customer under this Call Off Contract;</li> <li>b) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Customer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Services;</li> </ul>

<b>"DOTAS"</b>	c) is required by the Supplier in order to provide the Services; and/or has been or shall be generated for the purpose of providing the Services; has the meaning given to it in Framework Schedule 1 (Definitions);
<b>"Due Diligence Information"</b>	means any information supplied to the Supplier by or on behalf of the Customer prior to the Call Off Commencement Date;
<b>"Early Intervention Foundation"</b>	The What Works Centre which DWP funds to build and disseminate the evidence base on parental conflict;
<b>"Eligibility Criteria"</b>	means the criteria detailed at Annex B to Schedule 2 that will be used by Potential Applicants and by the Supplier (during the Suppliers sift of applications for funding) to determine whether the Potential Applicant and or Initiative is eligible to be funded through the Challenge Fund.
<b>"Employee Liabilities"</b>	<p>means all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:</p> <ul style="list-style-type: none"> <li>a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;</li> <li>b) unfair, wrongful or constructive dismissal compensation;</li> <li>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;</li> <li>d) compensation for less favourable treatment of part-time workers or fixed term employees;</li> <li>e) outstanding debts and unlawful deduction of wages including any PAYE and National Insurance Contributions in relation to payments made by the Customer or the Replacement Supplier to a Transferring Supplier Employee which would have been payable by the Supplier or the Sub-Contractor if such payment should have been made prior to the Service Transfer Date;</li> <li>f) claims whether in tort, contract or statute or otherwise;</li> <li>g) any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;</li> </ul>

<b>"Employment Regulations"</b>	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the Acquired Rights Directive;
<b>"Environmental Policy"</b>	means to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Customer;
<b>"Environmental Information Regulations or EIRs"</b>	has the meaning given to it in Framework Schedule 1 (Definitions);
<b>"Estimated Year 1 Call Off Contract Charges"</b>	means the sum in pounds estimated by the Customer to be payable by it to the Supplier as the total aggregate Call Off Contract Charges from the Call Off Commencement Date until the end of the first Call Off Contract Year stipulated in the Call Off Order Form;
<b>"Exit Plan"</b>	means the exit plan described in paragraph 5 of Call Off Schedule 9 (Exit Management);
<b>"Expedited Dispute Timetable"</b>	means the timetable set out in paragraph 5 of Call Off Schedule 11 (Dispute Resolution Procedure);
<b>"Face to Face Interventions (F2F Interventions) "</b>	An intervention under the Face to Face Reducing Parental Conflict Programme as listed at Appendix 3.
<b>"Final Challenge Fund Learning Report"</b>	means the initial and final written report described at Annex E to Schedule 2 which is provided by the Supplier to the Customer towards the end of the Call Off term, and is the synthesis of the individual Initiative reports provided upon completion of the Initiatives by Participants to the Supplier together with the Suppliers additional evidence, insights and learnings.
<b>"Final Initiative Learning Report"</b>	means the final written report described at Annex E to Schedule 2 which is provided by the Participant to the Supplier at the end of the Initiative.
<b>"FOIA"</b>	has the meaning given to it in Framework Schedule 1 (Definitions);
<b>"Force Majeure"</b>	means any event, occurrence, circumstance, matter or cause affecting the performance by either the Customer or the Supplier of its obligations arising from: <ul style="list-style-type: none"> <li>a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under this Call Off Contract;</li> </ul>

- b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;
- c) acts of the Crown, local government or Regulatory Bodies;
- d) fire, flood or any disaster; and
- e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding:
  - i) any industrial dispute relating to the Supplier, the Supplier Personnel (including any subsets of them) or any other failure in the Supplier or the Sub-Contractor's supply chain; and ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and
  - iii) any failure of delay caused by a lack of funds;

<b>"Force Majeure Notice"</b>	means 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>"Former Supplier"</b>	means a supplier supplying the Services to the Customer 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>"Framework Agreement"</b>	means the framework agreement between the Authority and the Supplier referred to in the Call Off Order Form;
<b>"Framework Commencement Date"</b>	means the date of commencement of the Framework Agreement as stated in the Call Off Schedule 1 (Definitions);
<b>"Framework Period"</b>	means the period from the Framework Commencement Date until the expiry or earlier termination of the Framework Agreement;
<b>"Framework Price(s)"</b>	means the price(s) applicable to the provision of the Services set out in Framework Schedule 3 (Framework Prices and Charging Structure);
<b>"Framework Schedule"</b>	means a schedule to the Framework Agreement;
<b>"Fraud"</b>	has the meaning given to it in Framework Schedule 1 (Definitions);
<b>"Frontline Practitioner"</b>	A professional employed by a Local Authority or Local Authority Partner
<b>"Further Competition"</b>	means the further competition procedure described in paragraph 3 of Framework Schedule 5 (Call Off Procedure);

## Procedure"

"General Anti-Abuse Rule"	has the meaning given to it in Framework Schedule 1 (Definitions);
"General Change in Law"	means 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;
"Good Industry Practice"	has the meaning given to it in Framework Schedule 1 (Definitions);
"Government"	has the meaning given to it in Framework Schedule 1 (Definitions);
"Government Digital Service (GDS) Principles"	The Government's 10 design principles and examples of how they've been used ( <a href="https://www.gov.uk/guidance/government-designprinciples">https://www.gov.uk/guidance/government-designprinciples</a> ) means the Government's preferred method of purchasing and payment for low value services <a href="https://www.gov.uk/government/publications/governmentprocurement-card--2">https://www.gov.uk/government/publications/governmentprocurement-card--2</a> ;
"Government Procurement Card"	
"Grant Agreement"	means the agreement between the Customer and the Participant as administered by the Supplier for funding of the Participant's Initiative against the Challenge Fund.
"Grant Assessment Panel"	means a group of Supplier and Customer representatives including subject matter experts brought together for the purpose of evaluating applications to the Challenge Fund against the Assessment Criteria.
"Grant Recommendation Pack"	means the recommended Initiatives together with supporting summaries, draft Grant Award Agreement(s) and risks (as identified by the Assessment Panel) provided by the Supplier to the Customer.
"Halifax Abuse Principle"	has the meaning given to it in Framework Schedule 1 (Definitions);
"HMRC"	means Her Majesty's Revenue and Customs;
"Holding Company"	has the meaning given to it in Framework Schedule 1 (Definitions);
"ICT Policy"	means the Customer's policy in respect of information and communications technology, referred to in the Call Off Order Form, which is in force as at the Call Off Commencement Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;
"Impact Assessment"	has the meaning given to it in Clause 22.1.3 (Variation Procedure);

<b>"Implementation Plan"</b>	means the plan set out in the Call Off Schedule 4 (Implementation Plan);
<b>"Initiative"</b>	means the subject of a particular proof of concept or test and learn activity conducted by the Participant which is funded by the Challenge Fund.
<b>"Initiative Exit Plan"</b>	means the exit plan described in paragraph 3.57 to 3.59 of the Statement of Requirements (Initiative Set-Up);
<b>"Initiative Support Function"</b>	means a service set up by the Supplier to provide support and advice to Participants, and to monitor the progress of Initiatives towards delivering to the terms of their Grant Award Agreements.
<b>"Information"</b>	has the meaning given to it in Framework Schedule 1 (Definitions);
<b>"Innovation Fund"</b>	A joint trial with DHSC which aims to address parents' alcohol issues and reduce parental conflict.
<b>"Insolvency Event"</b>	means, in respect of the Supplier or Framework Guarantor or Call Off Guarantor (as applicable): <ul style="list-style-type: none"> <li>a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or</li> <li>b) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or</li> <li>c) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or</li> <li>d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or</li> <li>e) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or</li> <li>f) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or</li> </ul>

- g) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
- h) where the Supplier or Framework Guarantor or Call Off Guarantor is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or
- i) any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction;

**"Intellectual Property Rights" or "IPR"**

means

- a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, designs, Know-How, trade secrets and other rights in Confidential Information;
- b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and
- c) all other rights having equivalent or similar effect in any country or jurisdiction;

**"IPR Claim"**

means any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, 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 Customer in the fulfilment of its obligations under this Call Off Contract;

**"Key Performance Indicators" or "KPIs"**

means the performance measurements and targets in respect of the Supplier's performance of the Framework Agreement set out in Part B of Framework Schedule 2 (Services and Key Performance Indicators);

**"Key Personnel"**

means the individuals (if any) identified as such in the Call Off Order Form;

**"Key Role(s) "**

has the meaning given to it in Clause 26.1 (Key Personnel);

**"Key Sub-Contract"**

means each Sub-Contract with a Key Sub-Contractor;

<b>"Key Sub-Contractor"</b>	<p>means any Sub-Contractor:</p> <ul style="list-style-type: none"> <li>a) listed in Framework Schedule 7 (Key Sub-Contractors);</li> <li>b) which, in the opinion of the Authority and the Customer, performs (or would perform if appointed) a critical role in the provision of all or any part of the Services; and/or</li> <li>c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Call Off Contract Charges forecast to be payable under this Call Off Contract;</li> </ul>
<b>"Know-How"</b>	<p>means 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 the Call Off Commencement Date;</p>
<b>"Landed Resources"</b>	<p>means when the Contractor or its Sub-Contractor causes foreign nationals to be brought to the United Kingdom, to provide the Services.</p>
<b>"Law"</b>	<p>means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Supplier is bound to comply;</p>
<b>"Learning and Evidence Gathering Function"</b>	<p>means a service set up by the Supplier to gather evidence from Initiatives with the requirement to feed this information to the Customer both on monthly basis and as part of the Challenge Fund Learning Report.</p>
<b>"Liquidation"</b>	<p>means the appointment of a Liquidator who collects in and distributes the company's assets and dissolves the company. The company can also be put into provisional Liquidation before a final winding up order is granted.</p>
<b>"Losses"</b>	<p>means all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be interpreted accordingly;</p>
<b>"Man Day"</b>	<p>means 7.5 Man Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;</p>

<b>"Man Hours"</b>	means the hours spent by the Supplier Personnel properly working on the provision of 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;
<b>"Milestone"</b>	means an event or task described in the Implementation Plan which, if applicable, must be completed by the relevant Milestone Date;
<b>"Milestone Date"</b>	means the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
<b>"Milestone Payment"</b>	means a payment identified in the Implementation Plan to be made following the issue of a Satisfaction Certificate in respect of Achievement of the relevant Milestone;
<b>"Month"</b>	means a calendar month and <b>"Monthly"</b> shall be interpreted accordingly;
<b>"Occasion of Tax Non-Compliance"</b>	means: <ul style="list-style-type: none"> <li>a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of: <ul style="list-style-type: none"> <li>i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;</li> <li>ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under DOTAS or any equivalent or similar regime in any jurisdiction; and/or</li> </ul> </li> <li>b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which 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 Call Off Commencement Date or to a civil penalty for fraud or evasion;</li> </ul>
<b>"DWP Offshoring Policy"</b>	means the Authority's policy and procedures in relation to hosting or accessing the Authority ICT System or official information outside of the UK including Landed Resources as advised to the Contractor by the Authority from time to time.
<b>"Online"</b>	means being connected to the Internet.

**“Online Customer Journey Strategy (OCJS)”**

The customer journey is the complete sum of experiences that users go through when interacting with an organisation. Instead of looking at just a part of a transaction or experience, the customer journey documents the full experience of being a user.

**"Open Book Data "**

means complete and accurate financial and non-financial information which is sufficient to enable the Customer to verify the Call Off Contract Charges already paid or payable and Call Off Contract Charges forecast to be paid during the remainder of this Call Off Contract, including details and all assumptions relating to:

- a) the Supplier’s Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Services;
- b) operating expenditure relating to the provision of the Services including an analysis showing:
  - i) the unit costs and quantity of Services and any other consumables and bought-in Services;
  - ii) manpower resources broken down into the number and grade/role of all Supplier Personnel (free of any contingency) together with a list of agreed rates against each manpower grade;
  - iii) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier’s Profit Margin; and iv) Reimbursable Expenses, if allowed under the Call Off Order Form;
- c) Overheads;
- d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Services; e) the Supplier Profit achieved over the Call Off Contract  
Period and on an annual basis;
- f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;
- g) an explanation of the type and value of risk and contingencies associated with the provision of the Services, including the amount of money attributed to each risk and/or contingency; and
- h) the actual Costs profile for each Service Period.

**"Order"**

means the order for the provision of the Services placed by the Customer with the Supplier in accordance with the Framework Agreement and under the terms of this Call Off Contract;

<b>"Other Supplier"</b>	means any supplier to the Customer (other than the Supplier) which is notified to the Supplier from time to time and/or of which the Supplier should have been aware;
<b>"Overhead"</b>	means 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 and any fines or penalties) 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>"Parents"</b>	Biological parents and individuals other than biological parents who have caring responsibilities for children e.g. stepparents, adoptive or foster parents, guardians
<b>"Parent Company"</b>	means any company which is the ultimate Holding Company of the Supplier and which is either responsible directly or indirectly for the business activities of the Supplier or which is engaged by the same or similar business to the Supplier. The term "Holding or Parent Company" shall have the meaning ascribed by the Companies Act 2006 or any statutory re-enactment or amendment thereto;
<b>"Participant"</b>	has the meaning given to it in Framework Schedule 1 (Definitions);
<b>"Party"</b>	means the Customer or the Supplier and <b>"Parties"</b> shall mean both of them;
<b>"Performance Monitoring System"</b>	has the meaning given to it in paragraph 1.1.2 in Part B of Schedule 6 (Service Levels, Service Credits and Performance Monitoring);
<b>"Performance Monitoring Reports"</b>	has the meaning given to it in paragraph 3.1 of Part B of Schedule 6 (Service Level, Service Credit and Performance Monitoring);
<b>"Performance Monitoring and Learning Report"</b>	has the meaning given in the Schedule 2 Statement of Requirements
<b>"Personal Data"</b>	has the meaning given to it in Framework Schedule 1 (Definitions);
<b>"Potential Applicant"</b>	has the meaning given to it in Framework Schedule 1 (Definitions);
<b>"PQQ Response"</b>	means, where the Framework Agreement has been awarded under the Restricted Procedure, the response submitted by the Supplier to the Pre-Qualification Questionnaire issued by the Authority, and the expressions "Restricted Procedure" and "Pre-Qualification Questionnaire" shall have the meaning given to them in the Regulations;

<b>"Processing"</b>	has the meaning given to it in the Data Protection Legislation but, for the purposes of this Call Off Contract, it shall include both manual and automatic processing and <b>"Process"</b> and <b>"Processed"</b> shall be interpreted accordingly;
<b>"Prohibited Act"</b>	<p>means any of the following:</p> <ul style="list-style-type: none"> <li>a) to directly or indirectly offer, promise or give any person working for or engaged by the Customer and/or the Authority or other Contracting Authority or any other public body a financial or other advantage to: <ul style="list-style-type: none"> <li>i) induce that person to perform improperly a relevant function or activity; or</li> <li>ii) reward that person for improper performance of a relevant function or activity;</li> </ul> </li> <li>b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement;</li> <li>c) committing any offence: <ul style="list-style-type: none"> <li>i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or</li> <li>ii) under legislation or common law concerning fraudulent acts; or</li> <li>iii) defrauding, attempting to defraud or conspiring to defraud the Customer; or</li> <li>iv) 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;</li> </ul> </li> </ul>
<b>"Project Specific IPR"</b>	<p>means:</p> <ul style="list-style-type: none"> <li>a) 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 Call Off Contract and updates and amendments of these items including (but not limited to) database schema; and/or</li> <li>b) IPR in or arising as a result of the performance of the Supplier's obligations under this Call Off Contract and all updates and amendments to the same;</li> </ul> <p>but shall not include the Supplier Background IPR;</p>
<b>"Recipient"</b>	has the meaning given to it in Clause 34.3.1 (Confidentiality);
<b>"Rectification Plan"</b>	means the rectification plan pursuant to the Rectification Plan Process;

<b>"Rectification Plan Process"</b>	means the process set out in Clause 38.2 (Rectification Plan Process);
<b>"Reducing Parental Conflict Programme (RPC Programme)"</b>	The DWP Reducing Parental Conflict Programme, of which the Challenge Fund forms one part:
<b>"Registers"</b>	has the meaning given to in Call Off Schedule 9 (Exit Management);
<b>"Regulations"</b>	has the meaning given to it in Framework Schedule 1 (Definitions);
<b>"Reimbursable Expenses"</b>	has the meaning given to it in Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing);
<b>"Related Supplier"</b>	means any person who provides Services to the Customer which are related to the Services from time to time;
<b>"Relevant Conviction"</b>	means a Conviction that is relevant to the nature of the Services to be provided or as specified in the Call Off Order Form;
<b>"Relevant Requirements"</b>	means 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>	means HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
<b>"Relevant Transfer"</b>	means a transfer of employment to which the Employment Regulations applies;
<b>"Relevant Transfer Date"</b>	means, in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place;
<b>"Relief Notice"</b>	has the meaning given to it in Clause 39.2.2 (Supplier Relief Due to Customer Cause);
<b>"Replacement Services"</b>	means any services which are substantially similar to any of the Services and which the Customer receives in substitution for any of the Services following the Call Off Expiry Date, whether those services are provided by the Customer internally and/or by any third party;
<b>"Replacement Sub-Contractor"</b>	means 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 subcontractor);
<b>"Replacement Supplier"</b>	means any third party provider of Replacement Services appointed by or at the direction of the Customer from time to time or where the Customer is providing Replacement Services for its own account, shall also include the Customer;

<b>"Request for Information"</b>	means a request for information or an apparent request relating to this Call Off Contract or the provision of the Services or an apparent request for such information under the FOIA or the EIRs;
<b>"Restricted Countries"</b>	has the meaning given to it in Clause 34.6.1 (Protection of Personal Data);
<b>"Satisfaction Certificate"</b>	means the certificate materially in the form of the document contained in Call Off Schedule 5 (Testing) granted by the Customer when the Supplier has Achieved a Milestone or a Test;
<b>"Search Engine Optimisation (SEO)"</b>	Is the process of affecting the online visibility of a website or a web page in a web search engine's results. In general, the earlier (or higher ranked on the search results page), and more frequently a website appears in the search results list, the more visitors it will receive from the search engine's users.
<b>"Security Management Plan"</b>	means the Supplier's security management plan prepared pursuant to Call Off Schedule 7 (Security) a draft of which has been provided by the Supplier to the Customer in accordance with Call Off Order Schedule 7 (Security) and as updated from time to time;
<b>"Security Policy"</b>	means the Customer's security policy, referred to in the Call Off Order Form, in force as at the Call Off Commencement Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
<b>"Security Policy Framework"</b>	the current HMG Security Policy Framework that can be found at <a href="https://www.gov.uk/government/publications/securitypolicy-framework">https://www.gov.uk/government/publications/securitypolicy-framework</a> ;
<b>"Service Credit Cap"</b>	has the meaning given to it in the Call Off Order Form;
<b>"Service Credits"</b>	means any service credits specified in Annex 1 to Part A of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring) being payable by the Supplier to the Customer in respect of any failure by the Supplier to meet one or more Service Levels;
<b>"Service Failure"</b>	means an unplanned failure and interruption to the provision of the Services, reduction in the quality of the provision of the Services or event which could affect the provision of the Services in the future;
<b>"Service Level Failure"</b>	means a failure to meet the Service Level Performance Measure in respect of a Service Level Performance Criterion;
<b>"Service Level Performance Criteria"</b>	has the meaning given to it in paragraph 12.2 of Part A of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring);

<b>"Service Level Performance Measure"</b>	shall be as set out against the relevant Service Level Performance Criterion in Annex 1 of Part A of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring);
<b>"Service Level Threshold"</b>	shall be as set out against the relevant Service Level Performance Criterion in Annex 1 of Part A of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring);
<b>"Service Levels"</b>	means any service levels applicable to the provision of the Services under this Call Off Contract specified in Annex 1 to Part A of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring);
<b>"Service Period"</b>	has the meaning given to in paragraph 13.1 of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring);
<b>"Service Transfer"</b>	means 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>	means the date of a Service Transfer;
<b>"Services"</b>	means the services to be provided by the Supplier to the Customer as referred to in Annex A of Call Off Schedule 2 (Services);
<b>"Sites"</b>	means any premises (including the Customer Premises, the Supplier's premises or third party premises) from, to or at which: <ul style="list-style-type: none"> <li>a) the Services are (or are to be) provided; or</li> <li>b) the Supplier manages, organises or otherwise directs the provision or the use of the Services.</li> </ul>
<b>"Specific Change in Law"</b>	means a Change in Law that relates specifically to the business of the Customer and which would not affect a Comparable Supply;
<b>"Staffing Information"</b>	has the meaning give to it in Call Off Schedule 10 (Staff Transfer);

<b>"Standards"</b>	<p>means any:</p> <ul style="list-style-type: none"> <li>a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with;</li> <li>b) standards detailed in the specification in Framework Schedule 2 (Services and Key Performance Indicators);</li> <li>c) standards detailed by the Customer in the Call Off Order Form or agreed between the Parties from time to time;</li> <li>d) relevant Government codes of practice and guidance applicable from time to time.</li> </ul>
<b>"Statement of Requirements"</b>	<p>means a statement issued by the Customer detailing its requirements in respect of Services issued in accordance with the Call Off Procedure;</p>
<b>"Sub-Contract"</b>	<p>means any contract or agreement (or proposed contract or agreement), other than this Call Off Contract or the Framework Agreement, pursuant to which a third party:</p> <ul style="list-style-type: none"> <li>a) provides the Services (or any part of them);</li> <li>b) provides facilities or services necessary for the provision of the Services (or any part of them); and/or</li> <li>c) is responsible for the management, direction or control of the provision of the Services (or any part of them);</li> </ul>
<b>"Sub-Contractor"</b>	<p>means any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;</p>
<b>"Supplier"</b>	<p>means the person, firm or company with whom the Customer enters into this Call Off Contract as identified in the Call Off Order Form;</p>
<b>"Supplier Assets"</b>	<p>means all assets and rights used by the Supplier to provide the Services in accordance with this Call Off Contract but excluding the Customer Assets;</p>

<b>"Supplier Background IPR"</b>	<p>means</p> <ul style="list-style-type: none"> <li>a) Intellectual Property Rights owned by the Supplier before the Call Off Commencement 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</li> <li>b) Intellectual Property Rights created by the Supplier independently of this Call Off Contract,</li> </ul>
<b>"Supplier Equipment"</b>	<p>means the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Customer) in the performance of its obligations under this Call Off Contract;</p>
<b>"Supplier Non-Performance"</b>	<p>has the meaning given to it in Clause 39.1 (Supplier Relief Due to Customer Cause);</p>
<b>"Supplier Personnel"</b>	<p>means 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 Call Off Contract;</p>
<b>"Supplier Profit"</b>	<p>means, in relation to a period or a Milestone (as the context requires), the difference between the total Call Off Charges (in nominal cash flow terms but excluding any Deductions) and total Costs (in nominal cash flow terms) for the relevant period or in relation to the relevant Milestone;</p>
<b>"Supplier Profit Margin"</b>	<p>means, in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Call Off Contract Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;</p>
<b>"Supplier Representative"</b>	<p>means the representative appointed by the Supplier named in the Call Off Order Form;</p>
<b>"Supplier's Confidential Information"</b>	<p>means</p> <ul style="list-style-type: none"> <li>a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Background IPR) trade secrets, Know-How, and/or personnel of the Supplier;</li> <li>b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with this Call Off Contract;</li> <li>c) information derived from any of the above.</li> </ul>

<b>"Template Call Off Order Form"</b>	means the template Call Off Order Form in Annex 1 of Framework Schedule 4 (Template Call Off Order Form and Template Call Off Terms);
<b>"Template Call Off Terms"</b>	means the template terms and conditions in Annex 2 of Framework Schedule 4 (Template Call Off Order Form and Template Call Off Terms);
<b>"Tender"</b>	means the tender submitted by the Supplier to the Authority and annexed to or referred to in Framework Schedule 21;
<b>"Termination Notice"</b>	means 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 Call Off Contract on a specified date and setting out the grounds for termination;
<b>"Test Issue"</b>	means any variance or non-conformity of the Services or Deliverables from their requirements as set out in the Call Off Contract;
<b>"Test Plan"</b>	means a plan: <ul style="list-style-type: none"> <li>a) for the Testing of the Deliverables; and</li> <li>b) setting out other agreed criteria related to the achievement of Milestones, as described further in paragraph 4 of Call of Schedule 5 (Testing);</li> </ul>
<b>"Test Strategy"</b>	means a strategy for the conduct of Testing as described further in paragraph 3 of Call Off Schedule 5 (Testing);
<b>"Tests and Testing"</b>	means any tests required to be carried out pursuant to this Call Off Contract as set out in the Test Plan or elsewhere in this Call Off Contract and "Tested" shall be construed accordingly;
<b>"Third Party IPR"</b>	means Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Services;
<b>"Transferring Customer Employees"</b>	those employees of the Customer 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;
<b>"Transferring Supplier Employees"</b>	means those employees of the Supplier and/or the Supplier's Sub-Contractors to whom the Employment Regulations will apply on the Service Transfer Date.
<b>"Transparency Principles"</b>	has the meaning given to it in Framework Schedule 1 (Definitions);
<b>"Transparency Reports"</b>	means the information relating to the Services and performance of this Call Off Contract which the Supplier is required to provide to the Authority in accordance with the reporting requirements in Schedule 13;

<b>"Undelivered Services"</b>	has the meaning given to it in Clause 8.4.1 (Services);
<b>"Undisputed Sums Time Period"</b>	has the meaning given to it Clause 42.1.1 (Termination of Customer Cause for Failure to Pay);
<b>"User Experience Strategy (UES)"</b>	An experience strategy is that collection of activities that an organisation chooses to undertake to deliver a series of positive, interactions which, when taken together, constitute an (product or service) offering that is superior in some meaningful, hard-to-replicate way.
<b>"Valid Invoice"</b>	means an invoice issued by the Supplier to the Customer that complies with the invoicing procedure in paragraph 7 (Invoicing Procedure) of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing);
<b>"Variation"</b>	has the meaning given to it in Clause 22.1 (Variation Procedure);
<b>"Variation Form"</b>	means the form set out in Call Off Schedule 12 (Variation Form);
<b>"Variation Procedure"</b>	means the procedure set out in Clause 22.1 (Variation Procedure);
<b>"VAT"</b>	has the meaning given to it in Framework Schedule 1 (Definitions);
<b>"Voluntary and Community Sector"</b>	The voluntary sector or community sector is the duty of social activity undertaken by organisations that are non for profit and non-governmental. This sector is also called the third sector, in contrast to the public sector and the private sector
<b>"Worker"</b>	means any one of the Supplier Personnel which the Customer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) <a href="https://www.gov.uk/government/publications/procurementpolicy-note-0815-tax-arrangements-of-appointees">https://www.gov.uk/government/publications/procurementpolicy-note-0815-tax-arrangements-of-appointees</a> applies in respect of the Services.
<b>"Working Day"</b>	means any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by Parties in this Call Off Contract.

## CALL OFF SCHEDULE 2: SERVICES

### **1. INTRODUCTION**

1.1 This Call Off Schedule 2 specifies the:

1.1.1 Services to be provided under this Call Off Contract, in Annex 1;

## **Statement of Requirements**

### **Parental Conflict Challenge Fund: Delivery Partner**

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**Programme:**

# 1. Introduction

## Background

- 1.1. The evidence review *‘What works to enhance inter-parental relationships and improve outcomes for children’* (March 2016<sup>1</sup>) demonstrated children who are exposed to frequent, intense and poorly resolved parental conflict are at significant risk of experiencing poorer long term outcomes.
- 1.2. In 2015-16, 1 in 11 children whose parents were living together, were exposed to potentially damaging levels of parental conflict; with children in workless families three times as likely to experience this compared to families where both parents are in work. In the same period around half of children in separated families did not see their non-resident parent frequently, which is indicative of a poor quality relationship between their parents and a higher likelihood of experiencing problems sustaining effective child maintenance arrangements. Evidence shows that children tend to have better health, emotional wellbeing and higher academic attainment if they grow up with parents (whether together or separated) who have a good relationship and are able to manage conflict well.
- 1.3. Poor outcomes for children are damaging and costly, not only for individuals (children and parents) but also for the state as extra support is needed through health care, education, social and employment services to mitigate these problems. Therefore, supporting the inter-parental relationship early in a child’s life has the potential to reduce cumulative costs across childhood, adolescence, and adulthood.
- 1.4. *‘Improving Lives: Helping Workless Families’* (April 2017)<sup>2</sup> announced the Government’s intention to launch a new programme to reduce parental conflict. The Reducing Parental Conflict Programme (RPC Programme) runs to 2021 and will address parental conflict by:
  - Supporting local areas to embed parental conflict support in wider services for children;
  - Creating new markets for effective support, by testing 9 face to face interventions in four areas in England focusing largely on workless families.

## The Challenge Fund: Aims and Objectives

- 1.5. The Challenge Fund will form part of the wider RPC Programme. The RPC Programme includes:
  - funding for senior managers and commissioners to plan the integration of work to reduce parental conflict and training for front-line practitioners;

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<sup>1</sup> <http://www.eif.org.uk/publication/what-works-to-enhance-inter-parental-relationships-and-improveoutcomes-for-children-3/>

<sup>2</sup> <https://www.gov.uk/government/publications/improving-lives-helping-workless-families>.

- testing face to face interventions in four contract package areas in England;
  - exploration of digital support for parents; and
  - funding for work to reduce parental conflict where alcohol misuse is an issue in the conflict.
- 1.6. The key objective of the Challenge Fund will be to build upon the evidence to inform future policy and practice that will help local areas support greater number of disadvantaged families at risk of parental conflict.
- 1.7. The RPC Programme seeks to gather learning where:
- there are currently no firm answers;
  - parents are living in the same household or living separately; and
  - conflict is below the threshold of domestic abuse (parental conflict across the spectrum from low warmth to violence is potentially damaging, but it is important to be clear that the RPC Programme and Challenge Fund is focused on addressing parental conflict below the threshold of domestic abuse)<sup>3</sup>.
- 1.8. The RPC Programme is looking to a Supplier to provide the expertise and capability to make sure that the available funding is used to generate as much quality evidence as possible from genuinely innovative Initiatives.
- 1.9. The right Supplier will offer well established, wide reaching networks with the organisations that the Challenge Fund seeks to reach. They will have the capability to effectively market the opportunity to apply for funding in such a way that enables a wide range of Potential Applicants to apply. The Supplier will exhibit the skills and capacity to effectively monitor, support, and gather quality evidence from a variety of Initiatives (with the approximate volumes detailed at paragraph 1.31 (Volumes)) concentrating on the following areas of focus.

#### Areas of Focus

- 1.10. The Challenge Fund will cover the following two areas of focus:
- **Digital Support for Families (Digital Support);** and
  - **Support for families with existing disadvantages which place them at greater risk of parental conflict (Support for at Risk Families).**

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<sup>3</sup> <https://www.gov.uk/guidance/domestic-violence-and-abuse>

## Digital Support

- 1.11. Government is committed to supporting the delivery of services and support digitally so that more people can access this help themselves when they need it. To support this commitment the RPC Programme seeks to grant fund digital innovation to enable more families who are experiencing parental conflict to identify and address parental conflict sooner where a user is looking to define and validate their problem.
- 1.12. Previous Government funded relationship support for families was accessed predominantly through bespoke websites where the digital platform was dedicated to relationship support. The focus was on providing support around the triggers of conflict (e.g. communication or parenting styles) when users had decided the action they wanted to take (i.e. separation, divorce, mediation). Support consisted of articles, blogs, online conversations with trained relationship professionals, and tools (e.g. questionnaires to help identify the type of relationship conflict being experienced).
- 1.13. The digital market has significantly evolved and the RPC Programme need to think about how they engage and maintain engagement with families to provide effective support by understanding what works digitally to reduce parental conflict.
- 1.14. The Early Intervention Foundation (EIF) found little evidence of what works digitally to help reduce parental conflict, or the efficacy rate of any behaviour change from a digital intervention. EIF also identified that users from disadvantaged families on low income and with low educational attainment, and families from ethnic minorities do not use the aforementioned websites, rather the websites attracted users from more affluent backgrounds and with a higher level of digital search capability.
- 1.15. A feasibility study by the Department for Work and Pensions (DWP) identified that the current digital support available to parents does not meet the needs of all parents specifically those in low income families or who are out of work. Findings from interviews with parents indicated that:
  - Some families expressed a lack of awareness / acknowledgment that conflict within the home can affect their children's well being
  - Digital support 'needs' may be influenced by the stage of the parental conflict. These were identified in three distinct stages: defining the problem, validating the problem and taking action
  - Parents interviewed preferred:
    - forums as these validate their feelings / experience and provide peer support, and
    - online videos by perceived experts or people who parents recognise as dealing with similar situations
- 1.16. To meet these requirements and build on the evidence the RPC Programme is seeking to learn more about how to effectively support families to reduce parental conflict digitally.

1.17 The RPC Programme will fund innovation from Applicants who demonstrate how they will test and learn what is most effective in supporting Parents to reduce the conflict in their relationship by:

- placing material where disadvantaged families go on line;
- developing support material based on users' needs;
- engaging and maintaining engagement;
- working in an iterative fashion reflecting changes to products based on user need feedback and changes in the digital market place;
- meeting GDS Principles;
- putting in place appropriate strategies throughout the life cycle of the Initiative to maximise user engagement such as a Search Engine Optimisation (SEO) strategy, user research strategy, a User Experience Strategy, Online Customer Journey Strategy and accessibility strategy; and
- avoiding duplicating other online provision.

1.18 The Challenge Fund will look to support all families, however material should be developed to target disadvantaged families (e.g. families with some or all of the following characteristics low income, out of work, low educational attainment, low digital skills and low reading skills <sup>456</sup> (the average age that content writers Gov.uk write for is 9 years) dyslexia and learning difficulties <sup>7</sup>)).

1.19 The RPC Programme will look to build on the findings at 1.15 and work in partnership with successful Applicants by funding digital innovation to learn more about what works online to reduce parental conflict.

## Support for at Risk Families

1.20 Children in families with existing disadvantages can be particularly at risk of exposure to parental conflict. For example, analysis of the data shows that:

- where both parents had a longstanding limiting illness and/or disability, over a quarter of children were in families where relationship distress was reported, compared to 10% of children being in families in relationship distress where neither parent had an illness or disability<sup>8</sup>;

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<sup>4</sup> <https://www.gov.uk/guidance/content-design>

<sup>5</sup> <https://gds.blog.gov.uk/2014/11/14/create-a-better-user-experience-by-changing-the-way-you-write/>

<sup>6</sup> <https://www.gov.uk/service-manual/helping-people-to-use-your-service/designing-assisted-digital>

<sup>7</sup> <https://www.gov.uk/service-manual/helping-people-to-use-your-service/making-your-service-accessible-an-introduction>

<sup>8</sup> [https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/696368/improving-lives-helping-workless-families-web-version.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/696368/improving-lives-helping-workless-families-web-version.pdf)

- children growing up with parents reporting symptoms of anxiety and/or depression are over twice as likely to live with parents reporting relationship distress<sup>9</sup>;
- there are certain life events known to increase the risk of parental conflict such as (Ramm et al 2010<sup>10</sup>, Walker et al 2010<sup>11</sup>):
  - the transition to parenthood;
  - work pressures;
  - finances – shortages and control;
  - health and well-being issues;
  - experiencing alcohol or substance misuse.
- Family dysfunction and acute family stress are included amongst the primary needs recorded during the assessment for Children in Need<sup>12</sup>. Therefore we consider that parental conflict is a prevalent risk to this group.

- 1.21 The RPC Programme seeks to gather more learning on what works to support at risk groups through funding of research and innovation where there is little current evidence.
- 1.22 This could include learning on, for example, methods of improving the integration/join-up of local services to meet the needs of disadvantaged parents more effectively. This could take various forms and include information-related tools or products for local authorities or their partners. It could also include targeted interventions for families.
- 1.23 Applicants to the Challenge Fund for Support for at Risk Families must demonstrate the evidence that underpins bid applications and how their Initiatives will broaden the evidence on what works to reduce parental conflict. To ensure we support the strongest bids we do not wish to be overly prescriptive about target groups or specify the type of innovation. The Initiatives which receive funding will undertake a period of testing and record the learning and evidence gathered from this. The evidence could be qualitative and/or quantitative.
- 1.24 The RPC Programme aims to attract grant applications from organisations that have the skills and capability to deliver the strand/s for which they are seeking funding. It must include digital experience and/or experience innovating to improve outcomes for children as outlined above. Organisations can be from the private, public and third sector, including organisations such as voluntary organisations and charities. We would ask applicants to demonstrate how they would work in partnership to bring in the necessary skills and experience as appropriate.

## Scope

- 1.25 The RPC Programme is keen to fund a portfolio of Initiatives that will provide evidence across the two areas of focus – Digital Support and Support for at Risk Families. The

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<sup>9</sup> Ibid

<sup>10</sup> [https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/182673/DfERR018.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/182673/DfERR018.pdf)

<sup>11</sup> Walker, J. et al. (2010) Relationships Matter: Understanding the Needs of Adults, Particularly Parents, Regarding Relationship Support, London

<sup>12</sup> [https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/695113/CIN17-18\\_Guide\\_v1.2-web\\_version.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/695113/CIN17-18_Guide_v1.2-web_version.pdf)

RPC Programme would seek to prioritise applications that have greatest potential to provide valuable high quality learning.

- 1.26 Applications for Digital Support will be required to focus on an English audience although this support will be available to families living outside England. Applicants will need to be based within the United Kingdom to submit applications for Digital Support.
- 1.27 Applications for Support for at Risk Families must be based in England and must be from Applicants operating and supporting families in England.
- 1.28 Aside from the restrictions outlined at para 2.7 there are no limitations to what phase of development the potential Initiative is at. The Challenge Fund could be used for Initiatives:
- being set up from scratch providing they can be fully set-up, delivered and evidence provided, within the specified timescales;
  - which have been developed but not yet implemented;
  - in development but require funding to be completed or require investment to scale up.

#### Restrictions:

- 1.29 Through the wider RPC Programme DWP is procuring small-scale provision of evidence-based face to face interventions, in four regional Contract Package Areas (CPA) (Full list of participating areas is listed at Annex J). This aims to strengthen the UK evidence base of what support works best to reduce parental conflict for workless families. In addition DWP and the Department for Health and Social Care (DHSC) have committed up to £4.5m of joint funding for local authorities to improve systems and services which support children of alcohol dependant parents. DWP and DHSC are expecting to fund approximately 8 areas with plans to innovate how they identify and meet the needs of children whose lives are affected by alcohol and parental conflict.
- 1.30 To protect the take up of the above services and to ensure that their evaluation in those geographical areas is not compromised, the RPC Programme has decided the following:
- To exclude grant applications from participating CPA and IF local authority areas who would seek to apply for a Challenge Fund for Support for at Risk Families
  - To avoid duplicating activity to reduce the impact of alcohol dependency and parental conflict outside of participating Innovation Fund (IF) areas unless there was a strong case for doing so
  - For grant applications from participating local authorities seeking to deliver Digital Support to demonstrate how their Initiative would not undermine either take up or evaluation of face to face parental conflict work in those areas.

#### Volumes

- 1.31 To maximise innovation the RPC Programme does not have a specific number of Initiatives in mind, however the RPC Programme seeks to allocate £1.6m of the overall £2.7m fund for Digital Support. This could be used to fund a single Initiative or a

number of online Initiatives depending on the nature of the applications received. The remaining budget would fund around 5-7 bids to Support for at Risk Families. This number of Initiatives will allow the RPC Programme to elicit meaningful evidence and learning about those families. The RPC Programme does not have an expectation on maximum funding allocation per Initiative, but will not fund Initiatives which require less than £100k in funding. These volumes are indicative only and the amount allocated to each area of focus may change once applications are received.

- 1.32 The RPC Programme will allow for sufficient flexibility to increase the value of the fund to allow for additional bidding rounds for further grant funded Initiatives where:
- additional funding becomes available over the entire RPC Programme;
  - where new learning on what works to reduce parental conflict emerges; or
  - we become aware of new methods of engaging and maintaining parental engagement.

## Learning approach

### Grant Participant Responsibilities

- 1.33 In return for the receipt of the funding from the RPC Programme, Participants must agree to gather learning against these defined criteria and share them with the RPC Programme, via the Supplier, on a quarterly basis.
- 1.34 Learning outputs will be made available and in the public domain to allow other parties to learn from these Initiatives through peer to peer knowledge sharing. Learning will also help inform future digital policy for reducing parental conflict.
- 1.35 Initiatives which support Digital Support will need to provide information to support the external evaluation of the RPC Programme (see paragraph 1.8). The external evaluation contract for the RPC Programme is expected to be in place from November 2018 – with the evaluation of the RPC Programme running from early 2019 until autumn 2021.
- 1.36 Although the full scope of the external evaluation is still to be defined, the RPC Programme will require Participants to support the external research contractor to evaluate the effectiveness of the support being tested and gather learning on how users respond to the support. The external research contractor will decide the evaluation approach, once the grants have been awarded (and the nature of digital support has been determined).
- Participants will be required to support the evaluation by facilitating access to users (i.e. as detailed below) share learning reports and anonymised MI data, to inform the evaluation approach.
  - Participants will be required to gain the consent of users to participate in research conducted by the external research contractor and transfer the resultant user data from the Participant to the external research contractor for the users who have

agreed to take part in the external evaluation. The data handling requirements will be covered within the Grant Agreement.

The learning gathered will inform future policy for a digital service to reduce parental conflict. The scope of the external evaluation will be shared with the Supplier by Spring 2019.

- 1.37 For the Support for at Risk Families there will be no formal evaluation by the Customer. To support Participants to develop their learning approach the RPC Programme will hold an information session to support Participants at the start of their Initiatives to develop high level research questions and learning themes, as well as suggesting potential learning approaches and tools. If an Initiative looks to be of particular interest to the RPC Programme, further analytical input in the form of light touch case study work may be undertaken internally. During the year the RPC Programme will host a peer to peer learning event to allow a critical review of the Initiatives, to allow sharing of ideas, learning approaches and emerging findings where appropriate.
- 1.38 At the end of the Initiative, the Participant must produce a Final Initiative Learning Report on the evidence and learning gathered throughout the Initiative's duration. The Participant will be required to have produced the Final Initiative Learning Report by 15 May 2020 (see Annex E to this Statement of Requirements for the content of final reports).
- 1.39 Participants will be required to demonstrate to the Supplier that they are reaching their milestones in order to receive payments, as the payments will be paid in arrears, at milestones set out in Grant Agreements provided by the Customer (see Annex A and paragraphs 3.68 to 3.75).
- 1.40 If an Initiative persistently fails to meet milestones or to deliver its agreed outcomes, the Customer may cease the provision of funding to the Initiative.

## 2 **Scope of Services**

- 2.1 The Supplier will ideally have experience of working with the Challenge Fund's target audience: local authorities and partners, digital organisations, the private sector and the third sector (including charities, the Voluntary and Community Sector and social enterprises) including organisations providing relationship support services to families or training/advice to Frontline Practitioners working with families.
- 2.2 The Challenge Fund must be marketed and designed to make it possible for smaller scale organisations to apply for funding, as well as organisations with large scale operations who are likely to have more experience in writing bids.

- 2.3 The Supplier and Participants will be required to at all times, act in accordance with the Cabinet Office Grants Standards.<sup>13</sup>
- 2.4 The Supplier would have the expertise and capability to ensure funding generates as much learning as possible by:
- accessing and marketing the opportunity effectively to wide-reaching networks including the organisations the Programme seeks to reach, and
  - effectively overseeing monitoring, supporting and gathering quality evidence from all Initiatives granted across the identified areas.
- 2.5 In brief, the Supplier will be required to:
- Create an Implementation Plan;
  - Develop Eligibility and Assessment Criteria based upon the criteria set out in Annex B to this Statement of Requirements; □ Communicate and market the Challenge Fund;
  - Develop an online presence, including a list of FAQs and an online application process;
  - Establish a dedicated phone line, email address and postal address;
  - Respond to queries from Potential Applicants;
  - Run an application process and lead on the assessment of applications;
  - Present recommended Initiatives to the Customer;
  - Communicate the outcomes of the assessment process to Applicants;
  - Support successful Applicants to set up Initiatives and learning approach;
  - Respond to queries from Participants throughout the live-running of the Challenge Fund (from Start of Initiatives through to Closure of the Challenge Fund as detailed at 2.10 Milestones);
  - Monitor the Initiatives and collect evidence from Participants on an ongoing basis;
  - Ensure that Participants are paid on time by providing payment recommendations to the Customer;
  - Report on progress and the evidence collected from the Initiatives on a quarterly basis throughout the live-running of the Challenge Fund;
  - Prepare a Final Challenge Fund Learning Report with analysis of the evidence collected by the Initiatives and commentary on its experience in running the Challenge Fund;
  - Provide required Management Information as per the Statement of Requirements;
  - For the Digital Support, to work in partnership with the external evaluator and feed into national evaluation of the RPC Programme;
  - Identify Applicants who can demonstrate how they will test and learn against the requirements (as detailed in paragraphs 1.11 to 1.24), implement/act on the

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<sup>13</sup> <https://www.gov.uk/government/publications/grants-standards>

lessons from the Customers user research and their own learning respond to user needs, feedback and findings from ongoing Customer user research in iteratively, by making relevant tailoring/adjustment to online support throughout the grant period; □ The Customer is currently conducting user research to: ○ find out more about who seeks relationship support advice online, ○ find out more about what they do online and why, and ○ carry out a landscape gap analysis to understand online trends for relationship behaviours, the types of digital formats low income families engage with and what the current and future digital market offers to reduce parental conflict.

The Customer will share its learning as it evolves with the Challenge Fund and expect the Supplier to disseminate the evidence base influencing/ ensuring Participants implement findings so that the Customer can learn more about what works online to reduce parental conflict.

## 2.6 The Customer will:

- Provide assistance in developing Eligibility and Assessment Criteria;
  - Sign off and approve the Eligibility and Assessment Criteria;
  - Sign off and approve the marketing material and marketing strategy;
  - Review and sign off the draft Offer Letters and Grant Agreements as tailored depending on the type of Initiative receiving funding;
  - Convene an internal governance board to discuss and make final decisions on grants;
  - Pay Participants; and
- 
- Review evidence findings and feed this into the wider learning from the Reducing Parental Conflict Programme as appropriate.

## 2.7 The Customer will not be investing in:

- Building any software digitally;
- Creating a new website, or improving existing websites;
- Publicising / promoting a web site to reduce parental conflict;
- Developing a media campaign to educate parents on reducing parental conflict; and
- Building a tool to test, or testing an existing tool.

## 2.8 A high level overview of the activity described in the Statement of Requirements and the relationship between the Customer and Supplier is attached at Annex F. A more detailed overview of the grant award process is visualised in a Process Flow, which is attached at Annex G.

## Funding

2.9 The approximate value of the Challenge Fund which will be available to award to Initiatives is £2.7m (£3m is the total budget available). The Customer seeks to allocate up to £1.6m to Digital Support.

## Milestones

2.10 The key milestones and associated dates are listed in the table below:

<b>Challenge Fund Delivery Timescales</b>	
Call Off Commencement Date (earliest date)	30 November 2018
Start Up Meeting	3 December 2018
Final Implementation Plan provided to the Customer for Sign Off Implementation Plan Sign Off	7 December 2018 (5 Working Days from Call Off Commencement Date)
Grant Recommendation Pack issued to the Customer	22 February 2019 (12 weeks from Call Off Commencement Date)
Start of Initiatives	1 April 2019
Supplier to provide quarterly Performance Monitoring and Monitoring Reports to the Customer	<b>Quarter 1: 5 July 2019</b> (Participants to have provided quarterly learning report 28 June 2019) <b>Quarter 2: 4 October 2019</b> (Participants to have provided quarterly learning report 27 September 2019) <b>Quarter 3: 17 January 2020</b> (Participants to have provided quarterly learning report 10 January 2020)
End of Initiatives	27 March 2020
Supplier to provide first draft of Final Challenge Fund Learning Report provided to Customer for comment	24 April 2020 (Participants to have provided Final Quarter Learning reports by 10 April 2020)
Supplier to provide second draft of Final Challenge Fund Learning Report provided to the Customer for comment	8 May 2020
Final grant payment requests received from Supplier	15 May 2020

Final version of Final Challenge Fund Learning Report provided to the Customer	15 May 2020
Challenge Fund Closes	15 May 2020
All invoicing activity complete	31 May 2020

2.11 The Supplier must set up, close down and produce a Final Challenge Fund Learning Report on the Challenge Fund and its funded Initiatives, by 15 May 2020.

### **Contract Value and Payments to the Supplier**

2.12 The Supplier fee will be a target price of £300,000 (inclusive of VAT).

2.13 Payments will be made to the Supplier in line with the Call Off Contract Schedule 3, Annex 2. Payments will be split as follows:

- **Fixed Costs:** To be set against Milestones, with payment in accordance with the issue by the Customer of a Satisfaction Certificate in respect of the relevant Milestone (see Schedule 5 (Testing), paragraphs 5 and 8 of the Call Off Contract). The fixed cost deliverables as detailed paragraph 3 of this Statement of Requirements are as follows:
  - Set up (as detailed at paragraphs 3.1 to 3.18 including Communications and Marketing as detailed at paragraph 3.11)
  - Final Challenge Fund Learning Report (as detailed at paragraphs 3.82 to 3.86)
- **Time and Materials Charges:** To be set against Service Levels listed in Schedule 6 of the Call Off Contract and will be based upon the Service Period being reported on as validated by the production of Supporting Documentation detailing the number of days to produce the monthly Charges. The services subject to time and materials charges as detailed within this Statement of Requirements are as follows:
  - Grant Application and Assessment Process (as detailed at paragraphs 3.19 to 3.54);
  - Grant and Programme Administration, Monitoring and Reporting (as detailed at paragraphs 3.55 to 3.80).

For the avoidance of doubt the pricing proposal variable cost scenario shall be based on a variable volume assumption. The total cost of the deliverables against this Call-Off Contract and the time and materials charges shall have a target cost of £300,000 (inc VAT). In the unlikely event volumes exceed the anticipated levels, time and materials charges shall be paid beyond the target cost. This shall be monitored on a monthly basis as part of performance reporting.

## **3 Deliverables**

The deliverables are split into the one-off deliverables which will comprise the set-up of the Challenge Fund, the live running delivery of performance monitoring and reporting on the

progress of the Initiatives, and the one-off deliverables which comprise the closure of the Challenge Fund.

## **Set-Up**

### Planning and Implementation

- 3.1 A draft Implementation Plan and supporting written justification must be submitted as part of the Invitation to Tender Response. As a minimum, this must include:
- Key activities, resources and dates for implementation activity;
  - How the Supplier will carry out each of the activities detailed under this section; and,
  - How the Supplier will ensure that the Customer is involved at the points where the Call Off Contract specifies.
- 3.2 The Supplier and Customer will meet to conduct a post-tender discussion, at which point, the Customer may, subject to the content of the Draft Implementation Plan, request that the Supplier clarifies or adds more detail in some aspects of the plan. It is expected Customer comments could be to request further detail about how the Supplier would update and work collaboratively with the Customer through the Call Off Contract Period.
- 3.3 Within five working days of the Call-Off Commencement Date, the Supplier must submit a final Implementation Plan to the Customer for approval. This will comprise the draft Implementation Plan with any additional information added as agreed as per paragraph 3.2.
- 3.4 The Implementation Plan must conform to the key milestones in the table in paragraph 2.10.
- 3.5 Before proceeding with any of the actions detailed in the Implementation Plan, the Supplier must obtain the Customer's sign off of the Implementation Plan.
- 3.6 From the Call Off Commencement Date to the go-live date of the Initiatives, the Supplier must report on progress against the Implementation Plan on a fortnightly basis. These updates must briefly summarise the progress in line with the Implementation Plan and provide an explanation for any deviations from the timescales outlined in the Implementation Plan.

### Eligibility Criteria

- 3.7 The Supplier must design a set of Eligibility Criteria to help a Potential Applicant check that they are eligible to apply for funding, and to determine whether their proposed Initiative meets the criteria for funding via the Challenge Fund. The Eligibility Criteria should be based on the broad criteria that the Customer has set out in Annex B to this Statement of Requirements.
- 3.8 The Eligibility Criteria must be agreed and signed off by the Customer prior to external publication.

### Assessment Criteria

- 3.9 The Supplier must design a set of Assessment Criteria based on the two key areas of focus and the broad criteria that the Customer has set out in Annex B to this Statement

of Requirements. The Assessment Criteria will be used to sift and assess the applications to the Challenge Fund.

- 3.10 Assessment Criteria must be agreed and signed off by the Customer prior to external publication.

### Communications and Marketing

- 3.11 The Supplier must provide a Communication and Marketing Function, which is to communicate the launch of the Challenge Fund to Potential Applicants for funding. The Supplier must:

- Develop a communications and marketing strategy which sets out how the Supplier will perform this Communication and Marketing Function; □
  - Develop communications and marketing products that:
    - Clearly express the aim to receive innovative ideas and proposals, and which encourage a testing and learning approach for proposed Initiatives; and
    - Ensure that the Challenge Fund aims and the need to gather new evidence are clearly articulated.
- Identify and target relevant audiences and Potential Applicants for the Challenge Fund;
- Promote the Challenge Fund to Potential Applicants using all appropriate channels;
- Work collaboratively with the Customer on any post-launch publicity and promotion (this work could include, for example, a scenario where a Participant requested that their Initiative be publicised) for the remainder of the Call Off Contract Period; and
- Obtain final approval on the communication and marketing strategy and products from the Customer before launching any campaigns.

- 3.12 The Supplier must have begun marketing and promotion of the Challenge Fund for a minimum of two (2) weeks before the Challenge Fund is opened to Potential Applicants.

- 3.13 The promotion of the Challenge Fund must be designed to maximise the number of applications which meet the Eligibility Criteria, in order to minimise the likelihood of needing to run a contingency campaign.

### Online Presence

- 3.14 The Supplier must provide an accessible online presence through which potential Applicants are able to access the Eligibility Criteria, Assessment Criteria, relevant marketing material produced under paragraph 3.11, and Applicant support material produced under paragraph 3.18. The online presence must be available twenty-four (24) hours a day.
- 3.15 The online presence must also enable Applicants to submit their Challenge Fund applications to the Supplier. The online application process must be constructed in such a way as to enable organisations of variable size to apply (it will be important that smaller organisations who do not have access to bid writing expertise are not prohibited from applying).

- 3.16 The Customer anticipates that the majority of applications will be made online, but the Supplier must also provide the option for Applicants to apply by post.

#### Applicant Support – Set-Up

- 3.17 The Supplier must provide an Applicant Support Function which will provide assistance, advice and information to those seeking to apply for the Challenge Fund. Further detail is set out under paragraph 3.19 to 3.25. This section describes the materials needed for the set-up of this service.
- 3.18 As part of the provision of this service, the Supplier must, immediately upon the launch of the Challenge Fund, provide:
- A fully accessible enquiry service with dedicated email, telephone and postal addresses through which Applicants may make enquiries or complaints; and,
  - A list of ‘frequently asked questions’ (FAQs) to help Potential Applicants with typical questions that they may have prior to submitting their applications.

### **Grant Application and Assessment Process (One-Off Deliverables)**

#### Applicant Support

- 3.19 For the duration between the beginning of the marketing of the Challenge Fund and the selection of successful Initiatives, the Supplier must offer an Applicant Support Function.
- 3.20 The Supplier must furnish prompt and professional advice to Applicants and Potential Applicants to the Challenge Fund, including all aspects of the Challenge Fund. Enquiries may be made via email, telephone or post as per paragraph 3.18.
- 3.21 Once received, all enquiries should be fully responded to within one (1) Working Day except where a response from the Customer is required. If the Supplier is unable to respond to the enquiry independently, the Supplier must forward the enquiry to the Customer within one (1) Working Day. The Customer will respond to the Supplier within one day of the request being forwarded to the Customer. The Supplier must then respond to the Applicant within one working day from when the Customer responds.
- 3.22 The Applicant Support Function must not extend to any activity which could be in any way construed as writing or contributing to an application for funding on behalf of an Applicant to the Challenge Fund.
- 3.23 The Applicant Support Function must also include a complaints procedure which should be accessible via email, telephone or post as per paragraph 3.18.
- 3.24 The Supplier must acknowledge complaints within one working day of receipt and provide a timeline for resolution of the complaint.
- 3.25 The Supplier must provide the Customer with full information of all complaints received and the timeline for resolution of the complaint within two working days of receipt of the complaint.

#### Application Assessment

- 3.26 The Supplier must run an application process for Applicants to the Challenge Fund. The application process will be marketed as per paragraph 3.11, and applications must be accepted either online or via post.

- 3.27 The application process must be at least four weeks to allow sufficient time for Applicants to develop and submit quality applications.
- 3.28 The Supplier must manage the receipt of all applications during the application process. This includes confirming to Applicants that the applications have been received and forwarding all applications to the Customer.
- 3.29 The Supplier must be able to demonstrate the capacity and capability to manage low to high application volume fluctuations.
- 3.30 The Supplier will be responsible for ensuring that there are no conflicts of interest between the Supplier and / or the members of the Supplier's team and the Potential Applicant/ Applicant. The concept of a conflict of interest includes any situation where relevant personnel members of the Supplier have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the application process.
- 3.31 Each Supplier must notify the Customer of any actual or potential conflict of interest that may be relevant to the application process as soon as reasonably practicable after it becomes aware of such a conflict. Failure to declare such conflicts and/or failure to address such conflicts to the reasonable satisfaction of the Customer may result in the Applicant and/or members of the Supplier's team being excluded from further participation.
- 3.32 The Supplier must ensure that, in the event that any member of the Supplier's team is also involved or potentially involved in an application, appropriate arrangements are put in place to mitigate the risk of distortion to the fairness of the application process and/or of collusion between Potential Applicants/ Applicants. In the event that the Customer considers that adequate arrangements have not been put in place, the Customer reserves the right to exclude any affected Potential Applicants/ Applicants from further participation in the application process, particularly if it considers the integrity of the Challenge Fund is compromised by a conflict of interest.

#### Assessment of Applications

- 3.33 On an ongoing basis throughout the application process, the Supplier must, upon receipt of applications, sift the applications against the Eligibility Criteria referenced in paragraph 3.7.
- 3.34 For each of the applications which fail to meet the Eligibility Criteria, the Supplier must produce a short, high-level written summary of the Initiative, and description of why the application failed to meet the Eligibility Criteria. This must be presented to the Customer alongside the Grant Recommendation Pack referenced in paragraph 3.38.
- 3.35 The Supplier must convene and run a Grant Assessment Panel, to which it must present the applications which have met the Eligibility Criteria. The Grant Assessment Panel will assess and score the applications against the Assessment Criteria developed under paragraph 3.9. The Applicants will be required to provide detail of any possible risks associated with their proposed Initiative. In addition, the Grant Assessment Panel must identify any other possible risks to either the Customer or the delivery of the Initiative. The Grant Assessment Panel will not make a final decision on which Initiatives to fund. This decision will be made via the Customer's governance process as described in paragraphs 3.43 to 3.49.
- 3.36 The Grant Assessment Panel must include at least one representative from the Customer. The role of the representatives will be to consider potential risks to the Customer from funding the Initiatives, and to provide subject matter expertise in order

to determine which proposed Initiatives have the potential to yield useful evidence to the Customer.

- 3.37 After the conclusion of the scoring, the Supplier must inform the Customer of any local authority bids which will be recommended by the Supplier to receive a Grant Agreement.
- 3.38 After the conclusion of the Grant Assessment Panel's scoring process, The Supplier must produce and issue a Grant Recommendation Pack to the Customer. The Grant Recommendation Pack must include:
- A ranked list of recommendations to the Customer proposing which Initiatives should proceed and supporting summary;
  - A draft Offer Letter and Grant Agreement for each recommended Grant (an example of a Grant Agreement and an Offer Letter are included at Annex A);
  - A draft Unsuccessful Letter for each application that is not being recommended (an example Unsuccessful Letter is included at Annex A); and
  - Comprehensive detail of all risks (and any possible mitigations) of the recommended Initiatives that have been identified by the Grant Assessment Panel.
- 3.39 The Grant Recommendation Pack must be issued to the Customer within ten weeks of the Call Off Commencement Date.
- 3.40 Prior to issuing the Grant Recommendation Pack to the Customer, the Supplier must have populated the Offer Letter and the Grant Agreement to reflect the detail from the application, including (but not limited to) the Initiative's milestones, payment profile, supporting evidence and reporting requirements. The Supplier must also have populated the Unsuccessful Letter with feedback.
- 3.41 It is important that the Grant Assessment Panel has sufficient knowledge to determine which applications have the potential to yield useful evidence to the Customer. To this end, the Grant Assessment Panel must include representation from subject matter experts, in addition to representatives (as appropriate) to the Customer as described in paragraph 3.36. The Customer may require specific relevant experts to join the Grant Assessment Panel.
- 3.42 The period for assessment of applications must allow sufficient time for the Grant Assessment Panel to assess and score the applications, balanced with the need for the application process to be open to Applicants for a minimum of four (4) weeks (see para 3.27), the need to promote the opportunity to apply for funding for a minimum of two (2) weeks (see para 3.12), and the requirement to present the Grant Recommendation Pack to the Customer within ten weeks of the Call Off Contract Commencement Date.

#### Customer Governance and Grant Agreements – Customer and Supplier Responsibilities

- 3.43 The Customer must make a decision on which of the Initiatives recommended by the Grant Assessment Panel to fund. In order to make a decision, the Customer will carry out governance procedures as detailed below.
- 3.44 After the Supplier issues the Grant Recommendation Pack referenced in paragraph 3.38 to the Customer, the Customer will convene a programme board for governance. The Supplier is required to present the recommendations to the programme board, to

enable the programme board to consider and decide which recommended Initiatives should be awarded funding. The programme board will also be asked to provide assurance that the assessment process has been carried out in accordance with these terms and in a lawful, transparent and fair manner. The Customer will fund the highest ranked applications, up until the point where the £2.7m funding is exhausted with priority given to a £1.6m digital bid.

- 3.45 In parallel with the activity detailed at 3.44, the Customer will quality review the draft Offer Letters, Unsuccessful Letters and Grant Agreements provided in the Grant Recommendation Pack and feedback any required amendments. The Supplier must action these amendments within five working days unless otherwise specified by the Customer. In addition, the Supplier must respond to any queries the Customer may have concerning the information in the Grant Recommendation Pack.
- 3.46 Once quality reviewed and approved by the Customer, the final Grant Agreements and Offer Letters and Unsuccessful Letters must be signed off by the Customer's Senior Responsible Officer (SRO).
- 3.47 After sign off as per paragraph 3.46, the Customer will return the signed Grant Agreements, Offer Letters and Unsuccessful Letters to the Supplier, who must distribute these to the respective Participants for signature within one (1) working day of receipt. The Supplier must require that the signed Grant Agreement is returned by the successful Participants to the Supplier within five (5) working days.
- 3.48 It is anticipated that this process will be completed in enough time for Initiatives to begin from 1 April 2019 (if applicable).
- 3.49 Before an Initiative commences, the Supplier must have obtained the signature of the Participant on a Grant Agreement and returned this to the Customer before grant payments can be put in place

#### Contingency Application Process

- 3.50 The Customer may also require the Supplier to run a consecutive contingency application process, in the event that the first application process does not elicit a sufficient number of applications, obtain a satisfactory breadth of evidence, or the recommended applications do not achieve sign off from the Customer's governance process. If a further application process is necessary, the requirements in paragraphs 3.7 to 3.49 will re-apply.
- 3.51 If a contingency Application Process is required, this would be subject to the Variation Procedure.

#### Communication of Outcomes

- 3.52 After the conclusion of the processes described in paragraphs 3.44 and 3.45 the Supplier must notify all Applicants to the Challenge Fund of whether their application was successful or unsuccessful.
- 3.53 The Supplier must provide written feedback to unsuccessful Applicants regarding their score, and performance against each of the Assessment Criteria.
- 3.54 In the notification to successful Applicants, the Supplier must provide written feedback regarding their score, and performance against each of the Assessment Criteria.

## **Grant and Programme Administration, Monitoring and Reporting (Live Running Activity)**

3.55 Following signature by the Customer and the Participant of the Grant Agreement, the Participants will begin delivering their Initiatives. During this live-running period, the Supplier will be responsible for using its expertise to effectively monitor and support the Initiatives to provide evidence, and reporting to the Customer at monthly intervals. This section describes the activity that the Supplier must conduct during the live-running period.

### Initiative Set-Up

- 3.56 At the commencement of each Initiative, the Supplier must ensure that the Initiative is set up in order to meet the terms of the Participants Grant Agreement and that Participants are able to regularly report quality evidence and learning that they have collected, and their progress in meeting agreed outcomes (as per Annex C).
- 3.57 The Supplier must ensure that each Participant produces an Initiative Exit Plan for a circumstance in which the Initiative is failing to deliver the agreed outcomes as set out in the Grant Agreement, and the Customer ceases funding.
- 3.58 The Exit Plan must include how each element of the Initiative will be brought to a close in each of the circumstances described in paragraph 1.40, including how the Participant will cease operations, and manage the loss of service (if applicable) to any recipients of the service. The Supplier must ensure that the Participant produces the Exit Plan within one month of the commencement of the Grant Agreement. The Supplier must ensure that the Exit Plan includes the elements described in this paragraph.
- 3.59 If the scenarios described in paragraph 1.40 occur, the Supplier must invoke the Exit Plan. Prior to doing so, the Supplier must obtain the written consent of the Customer.

### Participant Support

- 3.60 The Supplier must deliver a Participant Support Function which is to provide support and offer advice to Participants receiving payment from the Challenge Fund. The Supplier must provide this service from April 2019 until 31 May 2020.
- 3.61 The Supplier must act as a single point of contact and must offer a support service (covering online, telephone, and postal enquiries), which provides professional advice to Initiatives around any concerns that the Participants are experiencing during the period of their Grant Agreement.
- 3.62 All enquiries received must be fully responded to within five working days. If the Supplier is unable to respond to the enquiry independently, the Supplier must forward the enquiry to the Customer within one working day. In this event, the Customer will provide a response to the Supplier within five working days. The Supplier must then respond to the Participant within one working day from the date that the Customer responds.
- 3.63 The support service is to be provided on request only, and the Supplier is not required to proactively offer advice and support to Participants beyond making them aware that such a service is available. The service must include, but is not limited to, advising Participants on:
- Risk management, including mitigation;

- The terms of the Grant Agreement;
- How to gather learning and evidence and evaluate outcomes; and,
- Report writing and the presentation of evidence and lessons learned through both successful and unsuccessful testing.

3.64 The Participant Support Function must not involve the completion of any of the Initiative's tasks or delivery on behalf of the Initiative.

#### Initiative Monitoring and Evidence Collection

- 3.65 The Supplier must, on a quarterly basis throughout the duration of the each Initiative, take a proportionate approach to collecting robust evidence and lessons learned from the Initiatives. This must include information detailing the evidence of what is working well, for whom and in what circumstances, what isn't working well against the learning outcomes included within the grant agreement, and sufficient contextual information to enable understanding of what impact that had on successes and failures. The evidence collected each quarter will be presented to the customer as per paragraph 3.77 and Annex E.
- 3.66 At the end of the Initiative, the Participant is required to produce a Final Initiative Learning Report on the evidence and learning (including numerical data if available) gathered throughout the Initiative's duration (see Annex E to this Statement of Requirements for the content of final reports). The Participant will be required to have produced the Final Initiative Learning Report within a month of the end of the Initiative. The Supplier must provide the Final Initiative Learning Reports to the Customer within one working day of receipt.
- 3.67 The Supplier must also monitor the progress of the Initiatives against the deadlines, outcomes and financial profile as set out in their Grant Agreements. The Supplier must create a proportionate monitoring regime which is designed to meet the associated requirements within the Statement of Requirements.

#### Ongoing Payments to Initiatives

- 3.68 The Grant Agreement will stipulate milestones upon which the payments will be made to the Initiatives. When a milestone is achieved, the Initiative must provide supporting evidence to the Supplier as appropriate (this could include milestone plan outputs, for example, but will vary per Initiative).
- 3.69 Payments will be made in arrears, subject to the Supplier validating the supporting evidence provided under paragraph 3.68. No up-front payments will be permitted.
- 3.70 If the Supplier is content with the supporting evidence, the Supplier must prepare a written recommendation that a payment be made, withheld, or clawed back, including a brief justification, and present this to the Customer for consideration. The Supplier must provide the recommendation to the Customer no later than five working days after receiving evidence from the Participant that milestone had been met.
- 3.71 The Customer will scrutinise the recommendation and, if necessary, question and challenge the recommendation. Reasons for challenge could include, for example, concerns about:
- Whether the recommendation is in accordance with the Grant Agreement; or

- The accuracy of the accompanying evidence.
- 3.72 Providing there is no challenge, or that challenges have been satisfactorily resolved, the Customer will make the payment to the Participant by the deadline recommended by the Supplier, which should be in line with the Grant Agreement.
- 3.73 Should a Participant fail to achieve a payment milestone in line with the Grant Agreement, then payment to the Initiative shall be withheld by the Customer until the milestone is achieved.
- 3.74 If the Supplier becomes aware that a Participant has presented false evidence in order to meet a milestone, and that a payment has been made to the Participant as a result of this false evidence, the Supplier must inform the Customer, and claw back the funding paid to the Participant, in line with the Grant Agreement.
- 3.75 In the case of any problems being experienced by a Participant in receiving payment, the Supplier must act as a single point of contact for the Participant to raise the issue. The Supplier must communicate these issues to the Customer within one working day of receiving notification of the issue from the Participant. The Customer will resolve the issue accordingly.

### Reporting

- 3.76 The Supplier must provide a 'single point of contact' (SPOC), who must be available to the Customer during business hours throughout the duration of the Call Off Contract to deal with queries relating to the Challenge Fund.
- 3.77 The Supplier is required to produce a Performance Monitoring and Learning Report on a quarterly basis, which must include information as set out in Annex C to this Statement of Requirements. The Supplier must attend a Performance Review Meeting on a monthly basis via telephone conference call. The meeting will discuss the Performance Monitoring and Learning Report and the Supplier's performance against the Service Levels and Service Credits detailed at Annex H to the Call Off Contract.
- 3.78 The Performance Monitoring and Learning Report must be provided to the Customer two days prior to the Performance Review meeting.

### Management Information

- 3.79 In the event of a Freedom of Information request made under the Freedom of Information Act 2000 being issued directly to the Supplier, the Supplier must, as soon as practicable and in any event within two (2) Working Days of receipt, send the request on to the Customer, who will respond to the request. Where the Customer requires information from the Supplier in order to respond to such a request, the Supplier will provide the information no later than five (5) Working Days after receiving the request for information by the Customer. The Customer will inform the Supplier when the information request is for the purposes of responding to a Freedom of Information request.
- 3.80 For a full list of the Management Information required by the Customer, see the table in Annex D.
- 3.81 The Customer will not request personal or sensitive personal data from the Supplier.

## **Challenge Fund Closure (One-Off Deliverable)**

### Final Challenge Fund Learning Report

- 3.82 The Supplier must provide a written Final Challenge Fund Learning Report on the outcomes and evidence produced by the Initiatives over their lifetime, as well as a commentary on the Supplier's experiences from running the Challenge Fund. The Supplier must provide the final version of the report to the Customer by 15 May 2020.
- 3.83 The Final Challenge Fund Learning Report must include a summarised account of all of the Final Initiative Learning Reports provided by the individual Initiatives section off by key areas of focus, as well as the Supplier' own records on the evidence produced by the Initiatives. The Final Challenge Fund Learning Report must analyse the Final Initiative Learning Reports, providing commentary on what worked, and recommendations for Initiatives which could be scaled up. The Supplier must signal areas of particular importance or interest to the Customer.
- 3.84 The Supplier must also undertake separate work to assess and report on their overall experience of setting up and managing the Challenge Fund, including the positives and negatives of running such a fund as a method of gathering evidence.
- 3.85 The Supplier must present an initial draft Final Challenge Fund Learning Report to the Customer no later than 24 April 2020. The Supplier must take into account any comment from the Customer and provide a second draft Final Challenge Fund Learning Report to the Customer no later than 8 May 2020. The Supplier must take into account any final comments from the Customer and provide a Final Challenge Fund Learning Report for approval of the Customer no later than 15 May 2020.
- 3.86 A list of content that the Final Challenge Fund Learning Report must include is set out in Annex E.

### Possible Additional Challenge Fund Evaluation Activity for non-digital Initiatives

- 3.87 If any Initiatives show an unexpectedly large amount of promise during the assessment process, the Customer may choose to commission an external evaluation contractor to carry out a formal evaluation of the Initiative.
- 3.88 In such a scenario, the Supplier is not required to gather and report evidence from the Initiative as per paragraph 3.65, as this will be carried out by the external evaluation contractor. However, the Supplier remains required to carry out all other activities relating to supporting, monitoring and reporting on the Initiative as per the Statement of Requirements.
- 3.89 The Supplier must comply with any requests for information relating to the Challenge Fund from the external evaluation contractor (e.g. to enable the contractor to undertake fieldwork (surveys/qualitative research) with Participants and the Supplier, access to MI data etc). The Participants would also be expected to comply with any related requests for information. The Supplier would not be required to provide information of any kind other than that which was relevant to the evaluation of the Initiative.
- 3.90 The Customer may undertake its own work to assess the success of the Challenge Fund, including the decision to contract a Supplier, and the Customer reserves the right to

require information or interviews (for the Call Off Contract Period) for the purposes of allowing the Customer to carry out this work.

## 4 Performance Management

4.1 Overall performance will be subject to performance standards and monitored and managed through Service Levels. This will support the implementation and management of Service Credits. See Annex H for the Service Levels and Service Credits.

### Annex A: Grant Agreement, Offer Letter and Unsuccessful Letter

1. Grants will be made in accordance with Grant Agreements. An example Grant Agreement is attached below. Also attached is an example of an Offer Letter and Unsuccessful Letter.
2. These templates are by way of example, and may be subject to further amendment. The documents will be tailored depending on the type of Initiative receiving funding.
3. Both the Customer and Supplier will need to complete elements of the Grant Agreements. For the avoidance of doubt, the Supplier will only be required to tailor the highlighted areas.



Microsoft Word Document

Challenge fund Grant Agreement (rev).docx



Challenge Fund Offer Letter.docx

ChallengeFund Offer Letter.docx



Microsoft Word Document

r Challenge Fund unsuccessful Letter.docx

## **Annex B: Broad Criteria for Use in Enabling the Supplier to Develop Eligibility and Assessment Criteria**

### Introduction

1. The Eligibility and Assessment Criteria are different sets of criteria, for different purposes.
2. The Eligibility Criteria must enable a Potential Applicant to ascertain whether their proposed Initiative will meet the criteria for receiving funding. The Eligibility Criteria will be used to perform an initial sift of grant applications upon receipt of the applications by the Supplier.
3. The Assessment Criteria must enable the scoring and ranking of the grant applications which have met the Eligibility Criteria and passed through the sifting process.
4. The sections below set out broad criteria to enable the Supplier to develop a full set of Eligibility and Assessment criteria.

### Grant Application Eligibility Criteria

5. The Eligibility Criteria should consist of 'knock-out' stipulations which would rule Applicants out, even if in other aspects the application had merit.
6. Accordingly, the Customer expects the Eligibility Criteria to consist of at least the following (this list is non-exhaustive):
  - The Potential Applicant must be one of the targeted sectors (see paragraph 1.24)
  - The proposed Initiative must relate to at least one of the key areas of focus outlined in paragraph 1.10The proposed Initiative must be able to meet the relevant timescales in the Statement of Requirements.
  - The Initiative must be able to gather learning for the Customer (via the Supplier)
  - The Initiative must require more than £100k in funding
  - Proposals for at Support for at Risk Families must be operating and supporting families who live in England.
  - Applications must meet the restrictions outlined in paras 1.29 and 1.30.
7. The Supplier may wish to add to this list of criteria, if it deems that other such stipulations will aid Potential Applicants to ascertain whether their proposed Initiative is eligible to receive Challenge Fund funding.

### Grant Application Assessment Criteria

8. For the application process, the Supplier must design questions which require each Applicant to provide detailed information on the proposed Initiatives to allow the Grant Assessment Panel to score and rank their applications.
9. The Assessment Criteria must be designed to enable the scoring and ranking of the applications by the quality of information they have provided.

10. The Assessment Criteria must also clearly demonstrate to Applicants how their applications will be assessed.
11. At minimum, the questions must be designed to elicit the information as set out in paragraphs 12 to 17 below. Applicants for funding to deliver digital support for families must also meet the requirements outlined at para 13 below.

Required Assessment Information:

**12. Strategic Outline:**

- An outline of the innovation that will be delivered, tested and evaluated.
- The evidence that underpins bid applications, the evidence gaps identified and how proposals will reduce parental conflict.
- Detail of how the proposal meets the objective of the Challenge Fund to test and gather learning from new ideas and approaches to reduce parental conflict that will inform future policy and practice.
- The alignment of the proposal to at least one of the broad areas of focus.
- The context, scope, and rationale for the proposal.
- What innovative approaches the Applicant intends to use.
- That the activity will be able to demonstrate substantial reach for sufficient quality learning to be gathered.
- What learning proposals expect to gather, how they will capture the learning (including their approach to measurement of outcomes, where appropriate) and how they will ensure the quality and robustness of learning gathered.
- How they will engage families and/or Frontline Practitioners in developing their proposal to understand the needs of families.
- Information on the horizon scanning undertaken to ensure application does not:
  - duplicate other work currently underway elsewhere unless there is a strong case for doing so;
  - impact the evaluation of the CPA and IF areas see paragraphs 1.29 and 1.30.
- Whether this is seen as a finite initiative or whether there are plans to seek further funding sources to continue delivery beyond the life of the Challenge Fund.
- Specification of the total amount of funding requested and of the time period the funding is requested for.
- The expected start and end dates for the Initiative.
- Any additional other sources of funding that have been applied for.
- Any strategic and delivery level risks identified and what mitigations have been identified for these.
- Detail of how Applicants will work in partnership to bring in the necessary expertise to deliver the proposal.

**13. Digital Support:**

- How their proposal targets disadvantaged families on low incomes, workless families and/or families with low education attainment and makes innovative use of digital channels and /or digital platforms to meet the requirements of the RPC Programme, avoiding duplication of provision currently available online.

- How they will target and maintain continuous engagement with the families via their digital provision, featuring the provision where the families go.
- How the online provision will engage with families in raising awareness round the impact of conflict on children and other family members.
- How their proposal supports GDS Principles. This supports digital services to have the greatest reach and meet user need by placing material where families go, identifying and updating user need and by developing a robust Search Engine Optimisation (SEO) strategy.
- An outline of their 'Online Customer Journey Strategy' (OCJS) (aligned with the 'User Experience Strategy' (UES), see below) to demonstrate how they will document families throughout the online 'conflict journey':
- DWP feasibility study identified different stages in a users online journey around reducing parental conflict. The Participants UES (see below) should identify and illustrate how they will maintain engagement at all stages of the user journey, especially the earlier stages online where a user is looking to define and validate their problem.
- The OCJS needs to outline the robust qualitative (user research with users, details of users' next steps etc.) and quantitative approaches (e.g. SEO, Alpha/Beta testing etc.) that will be used to identify and understand user needs throughout the project lifecycle.
- An outline of their UES incorporating robust qualitative and quantitative approaches to surface user needs, including accessibility throughout the project lifecycle. The UES should closely align with the OCJS (see above). The UES should also describe the iterative methodologies used from project start to project end.
- The UES should also ensure that when working with partnership/s, user needs are met; and that partnerships align their contributions via qualitative and quantitative approaches.
- Details of the qualitative and quantitative measurements used throughout the project lifecycle to assess the effectiveness and value add of the online provision in reducing the impact of conflict on children and the family.
- How Participants will identify and recruit a cross section of potential users to participate in the external evaluation.

#### **14. Support for at Risk Families:**

- Where the grant funded innovation would seek to work directly with families through targeted face to face interventions to outline:
  - why the at risk group they have chosen should be a priority
  - how Applicants would identify those families?
  - what group of families are of most interest locally and why
  - how they will seek to gather learning on their suggested innovation against its proposed delivery model and expected outcomes, and how they will ensure the quality of that learning.
- Learning themes must be appropriate to the Initiative, but some themes that the Customer would seek to encourage Participants to consider, where relevant, include:
  - Partnership working
  - Who has benefitted from funding and in what ways
  - Critical success factors identified
  - What went well / what could have gone better and general lessons learned

- How funding changed support available for supporting parental conflict
- Where relevant to the Initiative, the Customer would seek to encourage Applicants to use the existing Screening Questionnaire at Annex I pre and post support as well as existing Department for Education measures on children's outcomes:
  - School attendance
  - Academic progress
  - Behaviour, wellbeing or mental health measure (e.g. Strengths and Difficulties Questionnaire (SDQ) (a measure used to assess children's mental health) or equivalent)
  - Social care involvement – duration, change in status of case, referral

## 15. Delivery Model

- An overview of the proposed delivery model – including what will be delivered, where and how it will be delivered and by whom.
- The amount of people resource needed to deliver the Initiative.
- The expected outcomes of the Initiative and how progress against these will be monitored and reported against meeting the specific requirements.
- The approach that will be adopted to gather the learning and assess key successes and failures of the Initiative.
- Details on where and how the Initiative will add to the wider evidence base.
- What internal expertise they have to deliver the proposal and, where this does not already exist, which partner organisations they will seek to work with to bring in the expertise needed.

## 16. Delivery Plans

- Detail on how the Initiative will be delivered, including the delivery route, whether there is an internal or external delivery partner (and if so, who they are), and the components of the programme they will be expected to deliver, and the delivery timeline including key milestones and any known governance milestones.
  - Information on the geographical areas the Initiative is expecting to deliver in, including whether delivery premises will be required.
  - How possible contamination issues with other work has been considered/impacted.
  - The key identified risks to the Initiative and the proposed mitigations. Including issues related to delivery, commercial, legal, finance and data sharing. Legal issues include, but are not limited to, consideration of any issues arising under the Equality Act 2010.
  - Explanation of how it can be proven that the Initiative is continuing to deliver successfully, and if it isn't, what the proposed early exit strategy would be.
- **Financial Information**
  - Expected costs for the Initiative (including VAT where appropriate) and the financial years within which the costs will fall including the total cost and detail of the breakdown of this cost over the financial periods 2018/19 and 2019/20.

- Summary of how the financial figures have been calculated and derived, including any key financial risks and mitigations.
- Information on the funding timeline, including how and over what periods the Initiative would apply for release of the funding.

## **Annex C: Additional Requirements to Performance Monitoring and Learning Report**

### Introduction

1. Every quarter, the Supplier must provide a written Performance Monitoring and Learning Report to the Customer.
2. In addition to the information required under the terms of the Call Off Agreement, the Supplier is required to include, at minimum, the additional information specified below. The list is non exhaustive, and the Supplier is encouraged to provide additional information if it deems it to be helpful for the Customer to be aware of.

### Initiative Updates

3. For new Initiatives, the Supplier must supply information on:
  - Progress on activities on implementation planning and set-up phases (if applicable);
  - Details of Initiative launch and a brief narrative on the success of the launch; and,
  - A written narrative on any lessons learned or evidence gathered during that period.
4. For existing Initiatives, the Supplier must supply information on:
  - A written narrative on any new evidence emerging from all aspects of the Initiatives and their delivery;
  - A progress report against the Initiative's outcomes and milestones set out in the Grant Agreement;
  - Detail of any remedial activity being taken where outcomes have not been achieved;
  - A description of which aspects of the Initiatives are performing well and an explanation as to why;
  - A description of which aspects of the Initiatives are not performing and an explanation as to why;
  - A list of any risks materialising and proposed mitigations;
  - A summary of the Initiatives' actual financial spend against profiles;
  - A running list of Grant Payments made and those still due to be paid in the future; and,
  - Where appropriate, recommendations on potential invocation of an Exit Plan.
5. When presenting the evidence collected from the Initiatives that month, the Supplier must include information detailing the evidence of what is working, for whom, and in what circumstances, what isn't working well, and sufficient contextual information to enable understanding of what impact that had on successes and failures.

### Supplier Update

6. The Supplier must also provide information which updates the Customer on its activity in administrating the Challenge Fund. This must, at minimum, include:
  - Details of the Supplier's progress in achieving milestones to deadlines;
  - Emerging Supplier risks and/or issues with the management of aspects the Challenge Fund in general; and

- In a scenario where a milestone will not be met, rationale for this occurrence, and a description of planned remedial action.

**Annex D: Management Information – Transparency Report**

<b>Contractor Information Required</b>	<b>Frequency or Date Required by</b>
Number of Applicant Support queries received	Weekly during each Campaign
Number of Applicant Support queries addressed	Weekly during each Campaign
Number of Applicant Support queries forwarded to the Customer for response	Weekly during each Campaign
Number of Applications received	Weekly during each Campaign
Running total of value of Eligible Applications	Weekly during each Campaign
Number of Ineligible Applications received	Weekly during each Campaign
Number of Participant Support queries received	2 Working Days prior to each Performance Meeting
Number of Participant Support queries addressed	2 Working Days prior to each Performance Meeting
Number of Participant Support queries forwarded to the Customer for response	2 Working Days prior to each Performance Meeting

## **Annex E: Content of Final Initiative Learning Reports and Supplier's Final Challenge Fund**

### **Learning Report Final Initiative Learning Reports:**

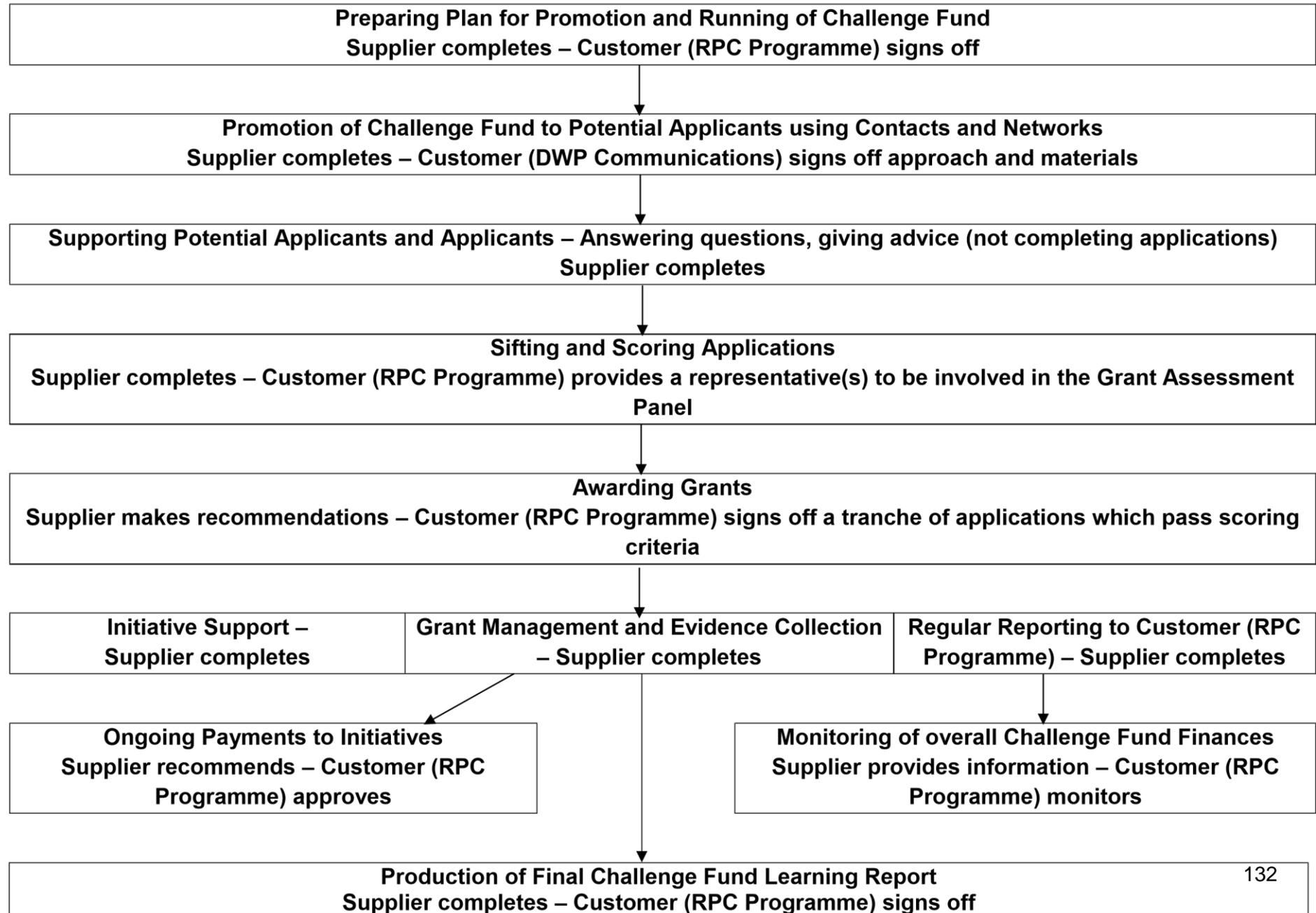
1. The Supplier must ensure that each Participant provides a Final Initiative Learning Report on the learning and evidence from the Initiative.
2. As a minimum, the Final Initiative Learning Reports must include:
  - A description of the Initiative (including the Initiative's approach, rationale, and method of evidence gathering);
  - An outline of the Initiative's successes against the agreed outcomes;
  - A comprehensive description of all of the evidence and learning gathered by the Initiative about what worked for whom, and what did not work (if applicable);
  - Any remedial activity which had to be taken where outcomes were not being achieved and what resulted from it;
  - Which aspects of the Initiative succeeded and why;
  - Which aspects of the Initiative did not go well and why;
  - Risks which materialised during the life of the Initiative and how they were mitigated/resolved;
  - Volumes of users of the Initiative's service (if applicable);
  - Total cost of the Initiative and a financial breakdown of spend; and
  - Where appropriate, recommendations for further future testing, trialling or scaling up.

### **Supplier's Final Challenge Fund Learning Report**

3. The Supplier must produce a written Final Challenge Fund Learning Report on the Final Initiative Learning Reports, the Supplier's own records of the evidence produced by the Initiatives, and the Supplier's experience of setting up and managing the Challenge Fund.
4. In its discussion of the learning and evidence produced by the Initiatives, the Final Challenge Fund Learning Report must include:
  - A description of each Initiative (including the Initiative's approach, rationale, and approaches to gathering learning including an assessment of their robustness);
  - A comprehensive description of the successes and failures of each Initiative; □ Learning and key themes identified within the Challenge Fund's two key areas of focus;
  - Recommendations on any Initiatives which could merit further investment, or which the Supplier considers has potential to be scaled up on a nationwide basis; and,
  - A financial summary of how the totality of the Challenge Fund money was spent, with commentary about the value for money aspects of each expenditure.
5. In its discussion of the Supplier's experience in setting up and managing the Challenge Fund, the Final Challenge Fund Learning Report must include:
  - An assessment of its approach to communicating and marketing the Challenge Fund, including detail of the networks used;
  - Detail of the type of enquiries raised by Potential Applicants, Applicants and Participants;
  - Detail of the challenges faced in supporting Participants and acquiring information from them, and the methods used to mitigate any challenges;
  - Detail of the Supplier's experience of working with and reporting to the Customer, including recommendations for how the approach could be improved; and

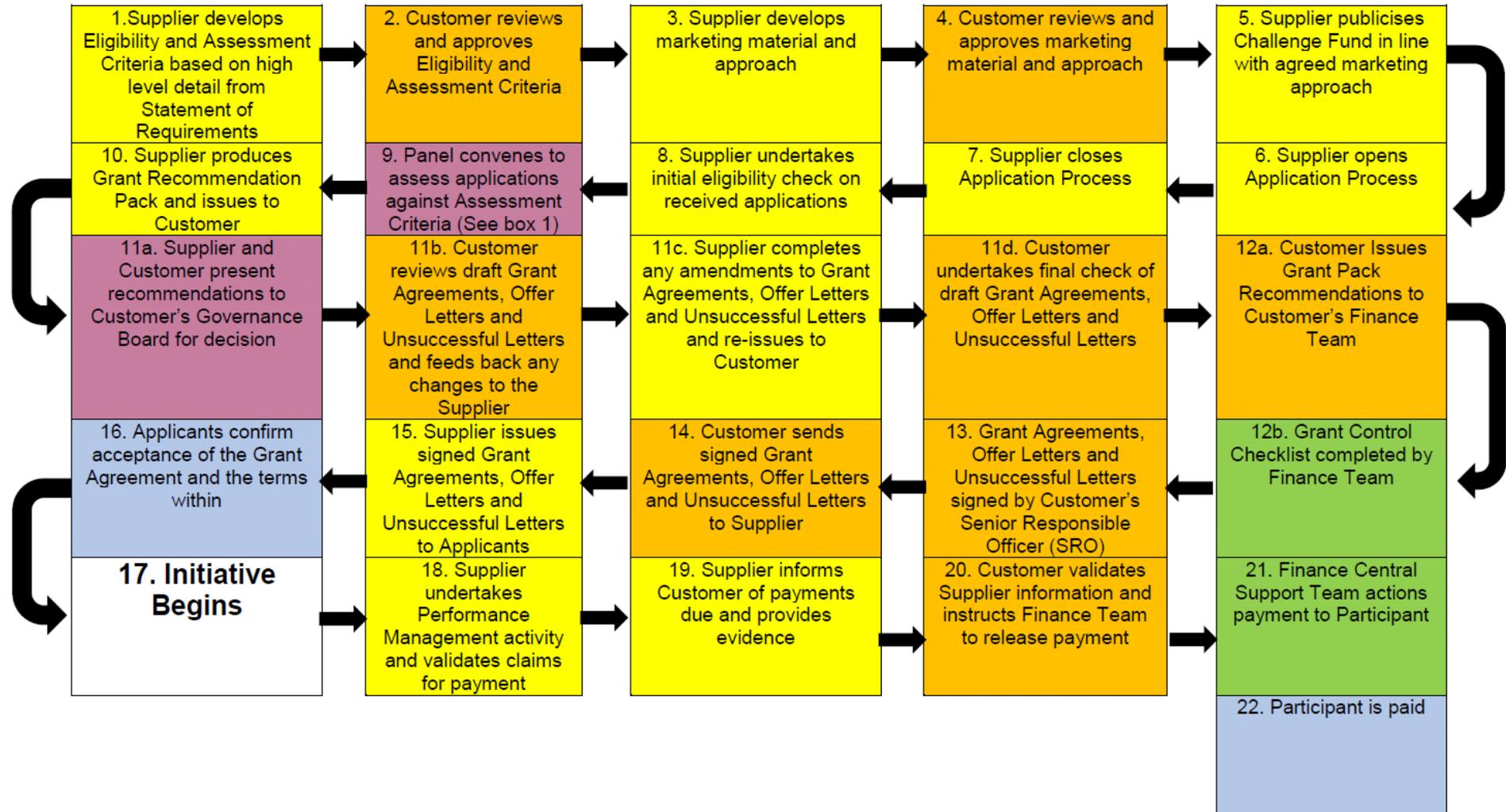
- Recommendations for the running of similar exercises in the future.

**Annex F: High-Level Relationship Overview**



Annex G: Challenge Fund Grant Award Process Flow

**Supplier Activity, Customer Activity, Finance Team Activity, Supplier/Customer Activity, Participant Activity**



**Annex H: Service Levels and Service Credits Table**

Service Levels				Service Credit for each Service Period
Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold	
Relevant and timely support to Potential Applicants	Applicant Support Queries responded to within 1 Working Day of receipt/response from the Customer	At least 97% at all times	50%	1% Service Credit repayable for each percentage under the Service Level Performance Measure
Relevant and timely support to Potential Applicants	Applicant Support queries requiring Customer input forwarded to the Customer within 1 Working Day of receipt	At least 97% at all times	50%	1% Service Credit repayable for each percentage under the Service Level Performance Measure
Accurate and timely Grant Management process	Application outcome and feedback issues to the Applicant within 1 Working Day of Customer response	100% at all times	50%	1% Service Credit repayable for each percentage under the Service Level Performance Measure
Accurate and timely Grant Management process	Signed Grant Agreement issues to successful Applicants within 1 Working Day of receipt from Customer	100% at all times	50%	2% Service Credit repayable for each percentage under the Service Level Performance Measure
Accurate and timely support to Participants	Participant Support queries responded to within 5 working days of receipt	At least 97% at all times	50%	0.5% Service Credit repayable for each percentage under the Service Level Performance Measure
Accurate and timely support to Participants	Participant Support queries requiring Customer input forwarded to the Customer within 1 Working Day of receipt	At least 97% at all times	50%	0.5% Service Credit repayable for each percentage under the Service Level Performance Measure
Accurate and timely Payment Validation	Provision of written payment recommendations to the Customer within 5 Working Days of the Grant Agreement Milestone being due	100% at all times	60%	2% Service Credit repayable for each percentage under the Service Level Performance Measure

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Accurate and timely reporting	Written Monthly Report issues to the Customer 2 Working Days prior to monthly Performance Meeting	100% at all times	50%	1% Service Credit repayable for each percentage under the Service Level
				Performance Measure
Availability of online presence/Application Portal	Website/Application portal to be made available 24 hours a day (excluding planned maintenance)	100% at all times	70%	2% Service Credit repayable for each percentage under the Service Level Performance Measure

The Service Level and Service Credit table should be read in conjunction with the Call Off Contract Terms and Conditions Schedule 6, Annex 1, Part 1.

Should Supplier performance fall below the Service Level Threshold for any Service Level, then this would constitute a Critical Service Level Failure.

**Annex I: Screening Questionnaire Please note this is a draft. The finalised version will be provided to those Participants who will be using these measures as part of their learning approach.**



Screening

Questionnaire.docx

**Annex J: Areas involved in the Reducing Parental Conflict Programme:**

<p>London</p>	<p>Brent                      Camden                      Croydon                      Fulham                      Hammersmith and Fulham                      Kensington and Chelsea                      Lambeth                      Westminster</p>
<p>North East</p>	<p>Durham                      Gateshead                      Hartlepool                      Middlesbrough                      Newcastle                      Northumberland                      Redcar and Cleveland                      South Tyneside                      Stockton on Tees                      Sunderland</p>
<p>East of England</p>	<p>Buckinghamshire                      Cambridgeshire                      Essex                      Hertfordshire                      Peterborough                      Southend</p>
<p>South West</p>	<p>Bournemouth                      Devon                      Dorset                      Plymouth                      Poole                      Somerset                      Torbay                      Wiltshire</p>

**CALL OFF SCHEDULE 3: CALL OFF CONTRACT CHARGES, PAYMENT AND INVOICING**

**1. DEFINITIONS**

1.1 The following terms used in this Call Off Schedule 3 shall have the following meaning:

<b>"Indexation"</b>	means the adjustment of an amount or sum in accordance with paragraph 11 of this Call Off Schedule 3;
<b>"Indexation Adjustment Date"</b>	has the meaning given to it in paragraph 11.1.1(a) of this Call Off Schedule 3;
<b>"Reimbursable Expenses"</b>	means the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Customer's expenses policy current from time to time, but not including: <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 Customer 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>"Review Adjustment Date"</b>	has the meaning given to it in paragraph 10.1.2 of this Call Off Schedule 3;
<b>"CPI"</b>	means the <b>Consumer Prices Index</b> as published by the Office of National Statistics ( <a href="http://www.statistics.gov.uk/instantfigures.asp">http://www.statistics.gov.uk/instantfigures.asp</a> ); and
<b>"Supporting Documentation"</b>	means sufficient information in writing to enable the Customer to reasonably to assess whether the Call Off Contract Charges, Reimbursable Expenses and other sums due from the Customer under this Call Off Contract detailed in the information are properly payable.

**2. GENERAL PROVISIONS**

2.1 This Call Off Schedule 3 details:

- 2.1.1 the Call Off Contract Charges for the Services under this Call Off Contract; and
- 2.1.2 the payment terms/profile for the Call Off Contract Charges; 2.1.3 the invoicing procedure; and 2.1.4 the procedure applicable to any adjustments of the Call Off Contract Charges.

### **3. CALL OFF CONTRACT CHARGES**

3.1 The Call Off Contract Charges which are applicable to this Call Off Contract are set out in Annex 1 of this Call Off Schedule 3.

3.2 The Supplier acknowledges and agrees that:

3.2.1 in accordance with paragraph 3 (General Provisions) of Framework Schedule 3 (Framework Prices and Charging Structure), the Call Off Contract Charges can in no event exceed the Framework Prices set out in Annex 1 to Framework Schedule 3 (Framework Prices and Charging Structure); and 3.2.2 subject to paragraph 8 of this Call Off Schedule 3 (Adjustment of Call Off Contract Charges), the Call Off Contract Charges cannot be increased during the Call Off Contract Period.

### **4. COSTS AND EXPENSES**

4.1 Except as expressly set out in paragraph 5 of this Call Off Schedule 3 (Reimbursable Expenses), the Call Off Contract Charges include all costs and expenses relating to the Services and/or the Supplier's performance of its obligations under this Call Off Contract and no further amounts shall be payable by the Customer to the Supplier in respect of such performance, including in respect of matters such as:

4.1.1 any incidental expenses that the Supplier incurs, including travel, subsistence and lodging, document or report reproduction, shipping, desktop or office equipment costs required by the Supplier Personnel, network or data interchange costs or other telecommunications charges; or

4.1.2 any amount for any services provided or costs incurred by the Supplier prior to the Call Off Commencement Date.

### **5. REIMBURSABLE EXPENSES**

5.1 If the Customer has so specified in the Call Off Order Form, the Supplier shall be entitled to be reimbursed by the Customer for Reimbursable Expenses (in addition to being paid the relevant Call Off Contract Charges under this Call Off Contract), provided that such Reimbursable Expenses are supported by Supporting Documentation. The Customer shall provide a copy of their current expenses policy to the Supplier upon request.

### **6. PAYMENT TERMS/PAYMENT PROFILE**

6.1 The payment terms/profile which are applicable to this Call Off Contract are set out in Annex 2 of this Call Off Schedule 3.

### **7. INVOICING PROCEDURE**

7.1 The Customer shall pay all sums properly due and payable to the Supplier in cleared funds within thirty (30) days of receipt of a Valid Invoice, submitted to the address specified by the Customer in paragraph 7.6 of this Call Off Schedule 3 and in accordance with the provisions of this Call Off Contract.

7.2 The Supplier shall ensure that each invoice (whether submitted electronically through a purchase-to-pay (P2P) automated system (or similar) or in a paper form, as the Customer may specify (but, in respect of paper form, subject to paragraph 7.3 below)):

7.2.1 contains:

(a) all appropriate references, including the unique order reference number set out in the Call Off Order Form; and

- (b) a detailed breakdown of the Delivered Services, including the Milestone(s) (if any) and Deliverable(s) within this Call Off Contract to which the Delivered Services relate, against the applicable due and payable Call Off Contract Charges; and

7.2.2 shows separately:

- (a) any Service Credits due to the Customer; and
- (b) the VAT added to the due and payable Call Off Contract Charges in accordance with Clause 23.2.1 of this Call Off Contract (VAT) and the tax point date relating to the rate of VAT shown; and

7.2.3 is exclusive of any Management Charge (and the Supplier shall not attempt to increase the Call Off Contract Charges or otherwise recover from the Customer as a surcharge the Management Charge levied on it by the Authority); and

7.2.4 it is supported by any other documentation reasonably required by the Customer to substantiate that the invoice is a Valid Invoice.

7.3 If the Customer is a Central Government Body, the Customer's right to request paper form invoicing shall be subject to procurement policy note 11/15 (available at [https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/437471/PPN\\_e-invoicing.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/437471/PPN_e-invoicing.pdf)), which sets out the policy in respect of unstructured electronic invoices submitted by the Supplier to the Customer (as may be amended from time to time).

7.4 The Supplier shall accept the Government Procurement Card as a means of payment for the Services where such card is agreed with the Customer to be a suitable means of payment. The Supplier shall be solely liable to pay any merchant fee levied for using the Government Procurement Card and shall not be entitled to recover this charge from the Customer.

7.5 All payments due by one Party to the other shall be made within thirty (30) days of receipt of a Valid Invoice unless otherwise specified in this Call Off Contract, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.

7.6 The Supplier shall submit invoices directly to the Customer's billing address set out in the Call Off Order Form.

## 8. ADJUSTMENT OF CALL OFF CONTRACT CHARGES

8.1 The Call Off Contract Charges shall only be varied:

8.1.1 due to a Specific Change in Law in relation to which the Parties agree that a change is required to all or part of the Call Off Contract Charges in accordance with Clause 22.2 of this Call Off Contract (Legislative Change);

8.1.2 in accordance with Clause 23.1.4 of this Call Off Contract (Call Off Contract Charges and Payment) where all or part of the Call Off Contract Charges are reduced as a result of a reduction in the Framework Prices;

8.1.3 where all or part of the Call Off Contract Charges are reduced as a result of a review of the Call Off Contract Charges in accordance with Clause 18 of this Call Off Contract (Continuous Improvement); 8.1.4 where all or part of the Call Off Contract Charges are reduced as a result of a review of Call Off Contract Charges in accordance with Clause 25 of this Call Off Contract

(Benchmarking); 8.1.5 where all or part of the Call Off Contract Charges are reviewed and reduced in accordance with paragraph 9 of this Call Off Schedule 3;

8.1.6 where a review and increase of Call Off Contract Charges is requested by the Supplier and Approved, in accordance with the provisions of paragraph 10 of this Call Off Schedule 3; or

8.1.7 where Call Off Contract Charges or any component amounts or sums thereof are expressed in this Call Off Schedule 3 as “subject to increase by way of Indexation”, in accordance with the provisions in paragraph 11 of this Call Off Schedule 3.

8.2 Subject to paragraphs 8.1.1 to 8.1.5 of this Call Off Schedule 3, the Call Off Contract Charges will remain fixed for the number of Contract Years specified in the Call Off Order Form.

## 9. SUPPLIER PERIODIC ASSESSMENT OF CALL OFF CONTRACT CHARGES

9.1 Every six (6) Months during the Call Off Contract Period, the Supplier shall assess the level of the Call Off Contract Charges to consider whether it is able to reduce them.

9.2 Such assessments by the Supplier under paragraph 9 of this Call Off Schedule 3 shall be carried out on the dates specified in the Call Off Order Form in each Contract Year (or in the event that such dates do not, in any Contract Year, fall on a Working Day, on the next Working Day following such dates). To the extent that the Supplier is able to decrease all or part of the Call Off Contract Charges it shall promptly notify the Customer in writing and such reduction shall be implemented in accordance with paragraph 12.1.5 of this Call Off Schedule 3 below.

## 10. SUPPLIER REQUEST FOR INCREASE OF THE CALL OFF CONTRACT CHARGES

10.1 If the Customer has so specified in the Call Off Order Form, the Supplier may request an increase in all or part of the Call Off Contract Charges in accordance with the remaining provisions of this paragraph 10 subject always to:

10.1.1 paragraph 3.2 of this Call Off Schedule 3;

10.1.2 the Supplier's request being submitted in writing at least three (3) Months before the effective date for the proposed increase in the relevant Call Off Contract Charges ("**Review Adjustment Date**") which shall be subject to paragraph 10.2 of this Call Off Schedule 3; and 10.1.3 the Approval of the Customer which shall be granted in the Customer's sole discretion.

10.2 The earliest Review Adjustment Date will be the first (1st) Working Day following the anniversary of the Call Off Commencement Date after the expiry of the period specified in paragraph 8.2 of this Schedule 3 during which the Contract Charges shall remain fixed (and no review under this paragraph 10 is permitted). Thereafter any subsequent increase to any of the Call Off Contract Charges in accordance with this paragraph 10 of this Call Off Schedule 3 shall not occur before the anniversary of the previous Review Adjustment Date during the Call Off Contract Period.

10.3 To make a request for an increase of some or all of the Call Off Contract Charges in accordance with this paragraph 10, the Supplier shall provide the Customer with:

10.3.1 a list of the Call Off Contract Charges it wishes to review;

10.3.2 for each of the Call Off Contract Charges under review, written evidence of the justification for the requested increase including:

(a) a breakdown of the profit and cost components that comprise the relevant Call Off Contract Charge;

(b) details of the movement in the different identified cost components of the relevant Call Off Contract Charge;

- (c) reasons for the movement in the different identified cost components of the relevant Call Off Contract Charge;
- (d) evidence that the Supplier has attempted to mitigate against the increase in the relevant cost components; and
- (e) evidence that the Supplier's profit component of the relevant Call Off Contract Charge is no greater than that applying to Call Off Contract Charges using the same pricing mechanism as at the Call Off Commencement Date.

## 11. INDEXATION

11.1 Where the Call Off Contract Charges or any component amounts or sums thereof are expressed in this Call Off Schedule 3 as "subject to increase by way of Indexation" the following provisions shall apply:

11.1.1 the relevant adjustment shall:

- (a) be applied on the effective date of the increase in the relevant Call Off Contract Charges by way of Indexation ("**Indexation Adjustment Date**") which shall be subject to paragraph 11.1.2 of this Call Off Schedule 3;
- (b) be determined by multiplying the relevant amount or sum by the percentage increase or changes in the Consumer Price Index published for the twelve (12) Months ended on the 31<sup>st</sup> of January immediately preceding the relevant Indexation Adjustment Date;
- (c) where the published CPI figure at the relevant Indexation Adjustment Date is stated to be a provisional figure or is subsequently amended, that figure shall apply as ultimately confirmed or amended unless the Customer and the Supplier shall agree otherwise; (d) if the CPI is no longer published, the Customer and the Supplier shall agree a fair and reasonable adjustment to that index or, if appropriate, shall agree a revised formula that in either event will have substantially the same effect as that specified in this Call Off Schedule 3.

11.1.2 The earliest Indexation Adjustment Date will be the (1st) Working Day following the expiry of the period specified in paragraph 8.2 of this Call Off Schedule 3 during which the Contract Charges shall remain fixed (and no review under this paragraph 11 is permitted). Thereafter any subsequent increase by way of Indexation shall not occur before the anniversary of the previous Indexation Adjustment Date during the Call Off Contract Period;

11.1.3 Except as set out in this paragraph 11 of this Call Off Schedule 3, neither the Call Off Contract 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 under this Call Off Contract.

## 12. IMPLEMENTATION OF ADJUSTED CALL OFF CONTRACT CHARGES

12.1 Variations in accordance with the provisions of this Call Off Schedule 3 to all or part the Call Off Contract Charges (as the case may be) shall be made by the Customer to take effect:

12.1.1 in accordance with Clause 22.2 of this Call Off Contract (Legislative Change) where an adjustment to the Call Off Contract Charges is made in accordance with paragraph

8.1.1 of this Call Off Schedule 3; 12.1.2 in accordance with Clause 23.1.4 of this Call Off Contract (Call Off Contract Charges and Payment) where an adjustment to the Call Off Contract Charges is made in accordance with paragraph 8.1.2 of this Call Off Schedule 3;

12.1.3 in accordance with Clause 18 of this Call Off Contract (Continuous Improvement) where an adjustment to the Call Off Contract Charges is made in accordance with paragraph 8.1.3 of this Call Off Schedule 3;

12.1.4 in accordance with Clause 25 of this Call Off Contract (Benchmarking) where an adjustment to the Call Off Contract Charges is made in accordance with paragraph 8.1.4 of this Call Off Schedule 3; 12.1.5 on the dates specified in the Call Off Order

Form where an adjustment to the Call Off

Contract Charges is made in accordance with paragraph 8.1.5 of this Call Off Schedule 3;

12.1.6 on the Review Adjustment Date where an adjustment to the Call Off Contract Charges is made in accordance with paragraph 8.1.6 of this Call Off Schedule 3;

12.1.7 on the Indexation Adjustment Date where an adjustment to the Call Off Contract Charges is made in accordance with paragraph 8.1.7 of this Call Off Schedule 3;

and the Parties shall amend the Call Off Contract Charges shown in Annex 1 to this Call Off Schedule 3 to reflect such variations.

**ANNEX 1: CALL OFF CONTRACT CHARGES****DAY RATES**

Payments for the Grant and Programme Administration, Monitoring and Reporting activity are distinct from the staff costs in the Set Up, Communications and Marketing Implementaion period. The payments shall be made on a monthly basis in arrears on the production of Management Information and Supporting Documentation detailing the number of days for each Grade multiplied by the relevant Day Rate and Margin for the Service Period being reported on. Once the Management Information and Supporting Documentation has been validated by the Customer in line with the Suppliers Tendered Pricing Proposal and measured against the Service Levels detailed at Annex 1 to Schedule 6 the Supplier shall be able to claim payment in accordance with Clause 7 above.

<b>GRADE</b>	<b>Cost (Per Day) (£) Exc VAT</b>
<b>Trainee Consultant</b>	<b>REDACTED</b>
<b>Junior Consultant</b>	<b>REDACTED</b>
<b>Consultant</b>	<b>REDACTED</b>
<b>Senior Consultant</b>	<b>REDACTED</b>
<b>Principal Consultant</b>	<b>REDACTED</b>
<b>Managing Consultant</b>	<b>REDACTED</b>
<b>Director Partner</b>	<b>REDACTED</b>
<b>Margin</b>	<b>5%</b>

**NNEX 2: PAYMENT TERMS/PROFILE****The Service Period for Milestone Payments shall be:**

Key Milestone 1 – From Commencement Date through to 31 December 2018

Key Milestone 2 – From 1 January 2019 through to 31 January 2019

Key Milestone 3 – From 1 February 2019 through to 28 February 2019

Key Milestone 4 – From 1 April 2020 through to 30 April 2020

Key Milestone 5 – From 1 May 2020 through to 31 May 2020

**The Service Period for Transactional Costs (Time and Materials) shall be:**

From 1 March 2019 through to 31 March 2020

**CALL OFF SCHEDULE 4: IMPLEMENTATION PLAN**

**1. INTRODUCTION**

1.1 This Call Off Schedule 4 specifies the Implementation Plan in accordance with which the Supplier shall provide the Services.

**2. IMPLEMENTATION PLAN**

2.1 The Implementation Plan is set out below.

2.2 The Milestones to be Achieved will be identified from the Implementation Plan and the Statement of Requirements clause 2.10

Example Table: NOT USED

Milestone	Deliverables	Duration	Milestone Date	Customer Responsibilities	Milestone Payments	Delay Payments
[?/?]	[?/?]	[?/?]	[?/?]	[?/?]	[?/?]	[?/?]

***The Milestones will be Achieved in accordance with Call Off Schedule 5 (Testing).  
For the purposes of Clause 6.4.1(b)(ii) the number of days shall be 20 Working Days ('the Delay Period Limit').***

**REDACTED**

Implementation plan V3 payment milestones

**CALL OFF SCHEDULE 5: TESTING**

**1. INTRODUCTION**

1.1 This Call Off Schedule 5 (Testing) sets out the approach to Testing and the different Testing activities to be undertaken, including the preparation and agreement of the Test Strategy and Test Plans.

**2. TESTING OVERVIEW**

2.1 All Tests conducted by the Supplier shall be conducted in accordance with the Test Strategy and the Test Plans.

2.2 Any Disputes between the Supplier and the Customer regarding this Testing shall be referred to the Dispute Resolution Procedure.

**3. TEST STRATEGY**

3.1 The Supplier shall develop the final Test Strategy as soon as practicable but in any case no later than five (5) Working Days (or such other period as the Parties may agree) after the Call Off Commencement Date.

3.2 The final Test Strategy shall include:

3.2.1 an overview of how Testing will be conducted in relation to the Implementation Plan;

3.2.2 the procedure to be followed should a Deliverable fail a Test or where the Testing of a Deliverable produces unexpected results, including a procedure for the resolution of Test Issues; 3.2.3 the procedure to be followed to sign off each Test; and

3.2.4 the process for the production and maintenance of reports relating to Tests.

**4. TEST PLANS**

4.1 The Supplier shall develop Test Plans for the approval of the Customer as soon as practicable but in any case no later than five (5) Working Days (or such other period as the Parties may agree in the Test Strategy or otherwise) prior to the start date for the relevant Testing as specified in the Implementation Plan.

4.2 Each Test Plan shall include as a minimum:

4.2.1 the relevant Test definition and the purpose of the Test, the Milestone to which it relates, the requirements being Tested;

4.2.2 a detailed procedure for the Tests to be carried out, including:

(a) the timetable for the Tests including start and end dates;

(b) the Testing mechanism;

(c) dates and methods by which the Customer can inspect Test results;

(d) the mechanism for ensuring the quality, completeness and relevance of the Tests;

(e) the process with which the Customer will review Test Issues and progress on a timely basis; and

(f) the re-Test procedure, the timetable and the resources which would be required for re-Testing.

4.3 The Customer shall not unreasonably withhold or delay its approval of the Test Plans and the Supplier shall implement any reasonable requirements of the Customer in the Test Plans.

## **5. TESTING**

5.1 When the Supplier has completed a Milestone it shall submit any Deliverables relating to that Milestone for Testing.

5.2 Each party shall bear its own costs in respect of the Testing. However, if a Milestone is not Achieved the Customer shall be entitled to recover from the Supplier, any reasonable additional costs it may incur as a direct result of further review or re-Testing of a Milestone.

5.3 If the Supplier successfully completes the requisite Tests, the Customer shall issue a Satisfaction Certificate as soon as reasonably practical following such successful completion. Notwithstanding the issuing of any Satisfaction Certificate, the Supplier shall remain solely responsible for ensuring that the Services are implemented in accordance with this Call Off Contract.

## **6. TEST ISSUES**

6.1 Where a Test Issue is identified by the Supplier, the Parties shall agree how such Test Issue shall be dealt with and any failure to agree by the Parties shall be resolved in accordance with the Dispute Resolution Procedure.

## **7. TEST QUALITY AUDIT**

7.1 Without prejudice to its rights pursuant to Clause 21 (Records, Audit Access and Open Book Data), the Customer or an agent or contractor appointed by the Customer may perform on-going quality audits in respect of any part of the Testing.

7.2 If the Customer has any concerns following an audit in accordance with paragraph 7.1 above the Customer will discuss such concerns with the Supplier, giving the Supplier the opportunity to provide feedback in relation to specific activities, and subsequently prepare a written report for the Supplier detailing the same to which the Supplier shall, within a reasonable timeframe, respond in writing.

7.3 In the event of an inadequate response to the written report from the Supplier, the Customer (acting reasonably) may withhold a Satisfaction Certificate until the issues in the report have been addressed to the reasonable satisfaction of the Customer.

## **8. OUTCOME OF TESTING**

8.1 The Customer will issue a Satisfaction Certificate when it is satisfied that a Milestone has been Achieved.

8.2 If any Milestones (or any relevant part thereof) do not pass the Test in respect thereof then:

8.2.1 the Supplier shall rectify the cause of the failure and re-submit the Deliverables (or the relevant part) to Testing, provided that the Parties agree that there is sufficient time for that action prior to the relevant Milestone Date; or 8.2.2 the Parties shall treat the failure as a Supplier Default.

**ANNEX 1: SATISFACTION CERTIFICATE**

To: [insert name of Supplier]

FROM: [insert name of Customer]

[insert Date: dd/mm/yyyy]

Dear Sirs,

**SATISFACTION CERTIFICATE**

[Deliverable(s)/Milestone(s)]: *[Insert relevant description of the agreed Deliverables/Milestones]*

We refer to the agreement ("**Call Off Contract**") [insert Call Off Contract reference number] relating to the provision of the [insert description of the Services] between the [*insert Customer name*] ("**Customer**") and [*insert Supplier name*] ("**Supplier**") dated [*insert Call Off Commencement Date dd/mm/yyyy*].

The definitions for any capitalised terms in this certificate are as set out in the Call Off Contract.

We confirm that all the [Deliverables/Milestones] relating to [ ] [*insert relevant description of agreed Deliverables/Milestones and/or reference numbers(s) from the Implementation Plan*] have been completed.

Yours faithfully

[insert Name] [insert Position] acting on

behalf of [insert name of Customer]

**CALL OFF SCHEDULE 6: SERVICE LEVELS, SERVICE CREDITS AND PERFORMANCE MONITORING**

**9. SCOPE**

9.1 This Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring) sets out the Service Levels which the Supplier is required to achieve when providing the Services, the mechanism by which Service Level Failures and Critical Service Level Failures will be managed and the method by which the Supplier's performance in the provision by it of the Services will be monitored.

9.2 This Call Off Schedule 6 comprises:

9.2.1 Part A: Service Levels and Service Credits;

9.2.2 Annex 1 to Part A - Service Levels and Service Credits Table; and 9.2.3

Annex 1 to Part B: Performance Monitoring.

**PART A: SERVICE LEVELS AND SERVICE CREDITS**

**10. GENERAL PROVISIONS**

10.1 The Supplier shall provide a proactive Call Off Contract manager to ensure that all Service Levels in this Call Off Contract and Key Performance Indicators in the Framework Agreement are achieved to the highest standard throughout, respectively, the Call Off Contract Period and the Framework Period.

10.2 The Supplier shall provide a managed service through the provision of a dedicated Call Off Contract manager where required on matters relating to:

10.2.1 Capability;

10.2.2 Service Delivery and Approach;

2.2.3 Price;

10.3 The Supplier accepts and acknowledges that failure to meet the Service Level Performance Measures set out in the table in Annex 1 to this Part A of this Call Off Schedule 6 will result in Service Credits being issued to Customers.

**11. PRINCIPAL POINTS**

11.1 The objectives of the Service Levels and Service Credits are to:

11.1.1 ensure that the Services are of a consistently high quality and meet the requirements of the Customer;

11.1.2 provide a mechanism whereby the Customer can attain meaningful recognition of inconvenience and/or loss resulting from the Supplier's failure to deliver the level of service for which it has contracted to deliver; and

11.1.3 incentivise the Supplier to comply with and to expeditiously remedy any failure to comply with the Service Levels.

**12. SERVICE LEVELS**

12.1 Annex 1 to this Part A of this Call Off Schedule 6 sets out the Service Levels the performance of which the Parties have agreed to measure.

12.2 The Supplier shall monitor its performance of this Call Off Contract by reference to the relevant performance criteria for achieving the Service Levels shown in Annex 1 to this Part A of this Call Off Schedule 6 (the "**Service Level Performance Criteria**") and shall send the Customer a Performance Monitoring Report detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Call Off Schedule 6.

12.3 The Supplier shall, at all times, provide the Services in such a manner that the Service Levels Performance Measures are achieved.

12.4 If the level of performance of the Supplier of any element of the provision by it of the Services during the Call Off Contract Period:

12.4.1 is likely to or fails to meet any Service Level Performance Measure or

12.4.2 is likely to cause or causes a Critical Service Failure to occur,

12.4.3 the Supplier shall immediately notify the Customer in writing and the Customer, in its absolute discretion and without prejudice to any other of its rights howsoever arising

including under Clause 13 of this Call Off Contract (Service Levels and Service Credits), may:

- (a) require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Customer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring; and
- (b) if the action taken under paragraph (a) above has not already prevented or remedied the Service Level Failure or Critical Service Level Failure, the Customer shall be entitled to instruct the Supplier to comply with the Rectification Plan Process; or
- (c) if a Service Level Failure has occurred, deduct from the Call Off Contract Charges the applicable Service Level Credits payable by the Supplier to the Customer in accordance with the calculation formula set out in Annex 1 of this Part A of this Call Off Schedule 6; or (d) if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure in accordance with Clause 14 of this Call Off Contract (Critical Service Level Failure) (including subject, for the avoidance of doubt, the proviso in Clause 14.2.2 of this Call Off Contract in relation to Material Breach).

12.5 Approval and implementation by the Customer of any Rectification Plan shall not relieve the Supplier of any continuing responsibility to achieve the Service Levels, or remedy any failure to do so, and no estoppels or waiver shall arise from any such Approval and/or implementation by the Customer.

### 13. SERVICE CREDITS

13.1 Annex 1 to this Part A of this Call Off Schedule 6 sets out the formula used to calculate a Service Credit payable to the Customer as a result of a Service Level Failure in a given service period which, for the purpose of this Call Off Schedule 6, shall be a recurrent period of **one Month** during the Call Off Contract Period (the “**Service Period**”).

13.2 Annex 1 to this Part A of this Call Off Schedule 6 includes details of each Service Credit available to each Service Level Performance Criterion if the applicable Service Level Performance Measure is not met by the Supplier.

13.3 The Customer shall use the Performance Monitoring Reports supplied by the Supplier under Part B (Performance Monitoring) of this Call Off Schedule 6 to verify the calculation and accuracy of the Service Credits, if any, applicable to each relevant Service Period.

13.4 Service Credits are a reduction of the amounts payable in respect of the Services and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with calculation formula in Annex 1 of Part A of this Call Off Schedule 6.

### 14. NATURE OF SERVICE CREDITS

14.1 The Supplier confirms that it has modelled the Service Credits and has taken them into account in setting the level of the Call Off Contract Charges. Both Parties agree that the Service Credits are a reasonable method of price adjustment to reflect poor performance.

**ANNEX 1 TO PART A: SERVICE LEVELS AND SERVICE CREDITS TABLE**

<b>Service Levels</b>				<b>Service Credit for each Service Period</b>
<b>Service Level Performance Criterion</b>	<b>Key Indicator</b>	<b>Service Level Performance Measure</b>	<b>Service Level Threshold</b>	
Relevant and timely support to Potential Applicants	Applicant Support Queries responded to within 1 Working Day of receipt/response from the Customer	At least 97% at all times	50%	1% Service Credit repayable for each percentage under the Service Level Performance Measure
Relevant and timely support to Potential Applicants	Applicant Support queries requiring Customer input forwarded to the Customer within 1 Working Day of receipt	At least 97% at all times	50%	1% Service Credit repayable for each percentage under the Service Level Performance Measure
Accurate and timely Grant Management process	Application outcome and feedback issues to the Applicant within 1 Working Day of Customer response	100% at all times	50%	1% Service Credit repayable for each percentage under the Service Level Performance Measure
Accurate and timely Grant Management process	Signed Grant Award Agreement/MoU issues to successful Applicants within 1 Working Day of receipt from Customer	100% at all times	50%	2% Service Credit repayable for each percentage under the Service Level Performance Measure
Accurate and timely support to Participants	Participant Support queries responded to within 5 working days of receipt	At least 97% at all times	50%	0.5% Service Credit repayable for each percentage under the Service Level Performance Measure
Accurate and timely support to Participants	Participant Support queries requiring Customer input forwarded to the Customer within 1 Working Day of receipt	At least 97% at all times	50%	0.5% Service Credit repayable for each percentage under the Service Level Performance Measure
Accurate and timely Payment Validation	Provision of written payment recommendations to the Customer within 5 Working Days of the Grant Award Agreement Milestone being due	100% at all times	60%	2% Service Credit repayable for each percentage under the Service Level Performance Measure
Accurate and timely reporting	Written Monthly Report issues to the Customer 2 Working Days prior to	100% at all times	50%	1% Service Credit repayable for each percentage under the Service Level

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	monthly Performance Meeting			Performance Measure
Availability of online presence/Application Portal	Website/Application portal to be made available 24 hours a day (excluding planned maintenance)	100% at all times	70%	2% Service Credit repayable for each percentage under the Service Level Performance Measure

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

Example:

= x% of the Call Off Contract Charges payable to the Customer as Service Credits to be deducted from the next Valid Invoice

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

Worked example: 98% (e.g. Service Level Performance Measure requirement for Service Level Performance Criterion of accurate and timely billing to Customer) - 75% (e.g. actual performance achieved against this Service Level Performance Criterion in a Service Period)

payable by the Customer

= 23% of the Call Off Contract Charges payable to the Customer as Service Credits to be deducted from the next Valid Invoice payable by the Customer]

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**ANNEX 1 TO PART B: PERFORMANCE MONITORING**

**1. PRINCIPAL POINTS**

1.1 Part B to this Call Off Schedule 6 provides the methodology for monitoring the provision of the Services:

1.1.1 to ensure that the Supplier is complying with the Service Levels; and

1.1.2 for identifying any failures to achieve Service Levels in the performance of the Supplier and/or provision of the Services ("**Performance Monitoring System**").

1.2 Within twenty (20) Working Days of the Call Off Commencement Date the Supplier shall provide the Customer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.

**2. REPORTING OF SERVICE FAILURES**

2.1 The Supplier shall report all failures to achieve Service Levels and any Critical Service Level Failure to the Customer in accordance with the processes agreed in paragraph 1.2 of Part B of this Call Off Schedule 6 above.

**3. PERFORMANCE MONITORING AND PERFORMANCE REVIEW**

3.1 The Supplier shall provide the Customer with performance monitoring report and learning reports ("**Performance Monitoring and Learning Reports**") in accordance with the process and timescales agreed pursuant to paragraph 1.2 of Part B of this Call Off Schedule 6 above which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:

3.1.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;

3.1.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;

3.1.3 any Critical Service Level Failures and details in relation thereto;

3.1.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;

3.1.5 the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and

3.1.6 such other details as the Customer may reasonably require from time to time.

3.2 The Parties shall attend meetings to discuss Performance Monitoring and Learning Reports ("**Performance Review Meetings**") on a monthly basis (unless otherwise agreed). The Performance Review Meetings will be the forum for the review by the Supplier and the Customer of the Performance Monitoring and Learning Reports. The Performance Review Meetings shall (unless otherwise agreed):

3.2.1 take place within one (1) week of the Performance Monitoring and Learning Reports being issued by the Supplier;

3.2.2 take place at such location and time (within normal business hours) as the Customer shall reasonably require unless otherwise agreed in advance;

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3.2.3 be attended by the Supplier's Representative and the Customer's Representative; and  
3.2.4 be fully minuted by the Supplier. The prepared minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Customer's Representative and any other recipients agreed at the relevant meeting. The minutes of the preceding month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Customer's Representative at each meeting.

3.3 The Customer shall be entitled to raise any additional questions and/or request any further information regarding any failure to achieve Service Levels.

3.4 The Supplier shall provide to the Customer such supporting documentation as the Customer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.

### **4. SATISFACTION SURVEYS**

4.1 In order to assess the level of performance of the Supplier, the Customer may undertake satisfaction surveys in respect of the Supplier's provision of the Services.

4.2 The Customer shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Services which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with this Call Off Contract.

4.3 All other suggestions for improvements to the provision of Services shall be dealt with as part of the continuous improvement programme pursuant to Clause 18 of this Call Off Contract (Continuous Improvement).

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CALL OFF SCHEDULE 7: SECURITY

**1. DEFINITIONS**

1.1 In this Call Off Schedule 7, the following definitions shall apply:

- "Breach of Security"** means the occurrence of:
- a) any unauthorised access to or use of the Services, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Customer Data) used by the Customer and/or the Supplier in connection with this Call Off Contract; and/or
  - b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Customer Data), including any copies of such information or data, used by the Customer and/or the Supplier in connection with this Call Off Contract, in either case as more particularly set out in the Security Policy;

**2. INTRODUCTION**

2.1 The purpose of this Call Off Schedule 7 is to ensure a good organisational approach to security under which the specific requirements of this Call Off Contract will be met; 2.2 This Call Off Schedule 7 covers:

- 2.2.1 principles of protective security to be applied in delivering the Services;
- 2.2.2 the creation and maintenance of the Security Management Plan; and
- 2.2.3 obligations in the event of actual or attempted Breaches of Security.

**3. PRINCIPLES OF SECURITY**

3.1 The Supplier acknowledges that the Customer places great emphasis on the reliability of the performance of the Services, confidentiality, integrity and availability of information and consequently on security.

3.2 The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:

- 3.2.1 is in accordance with the Law and this Call Off Contract;
- 3.2.2 as a minimum demonstrates Good Industry Practice;
- 3.2.3 complies with the Security Policy;
- 3.2.4 meets any specific security threats of immediate relevance to the Services and/or the Customer Data; and 3.2.5 complies with the Customer's ICT Policy.

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3.3 Subject to Clause 34 of this Call Off Contract (Security and Protection of Information) the references to standards, guidance and policies contained or set out in paragraph 3.2 of this Call Off Schedule 7 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.

3.4 In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Customer's Representative of such inconsistency immediately upon becoming aware of the same, and the Customer's Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.

### 4. SECURITY MANAGEMENT PLAN

#### 4.1 Introduction

4.1.1 The Supplier shall develop and maintain a Security Management Plan in accordance with this Call Off Schedule 7. The Supplier shall thereafter comply with its obligations set out in the Security Management Plan.

#### 4.2 Content of the Security Management Plan

4.2.1 The Security Management Plan shall:

- (a) comply with the principles of security set out in paragraph 3 of this Call Off Schedule 7 and any other provisions of this Call Off Contract relevant to security;
- (b) identify the necessary delegated organisational roles defined for those responsible for ensuring it is complied with by the Supplier;
- (c) detail the process for managing any security risks from Sub-Contractors and third parties authorised by the Customer with access to the Services, processes associated with the provision of the Services, the Customer Premises, the Sites and any ICT, Information and data (including the Customer's Confidential Information and the Customer Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Services;
- (d) unless otherwise specified by the Customer in writing, be developed to protect all aspects of the Services and all processes associated with the provision of the Services, including the Customer Premises, the Sites, and any ICT, Information and data (including the Customer's Confidential Information and the Customer Data) to the extent used by the Customer or the Supplier in connection with this Call Off Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Services;
- (e) set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Services and all processes associated with the provision of the Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Services comply with the provisions of this Call Off Contract; (f) set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Call Off Contract and the Security Policy; and (g) be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Customer engaged in the

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provision of the Services and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Call Off Schedule 7.

### 4.3 Development of the Security Management Plan

4.3.1 Within ten (10) Working Days after the Call Off Commencement Date (or such other period agreed by the Parties in writing) and in accordance with paragraph 4.4 (Amendment and Revision of the Security Management Plan), the Supplier shall prepare and deliver to the Customer for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.

4.3.2 If the Security Management Plan submitted to the Customer in accordance with paragraph 4.3.1, or any subsequent revision to it in accordance with paragraph 4.4

(Amendment and Revision of the Security Management Plan), is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Call Off Schedule 7. If the Security Management Plan is not Approved, the Supplier shall amend it within five (5) Working Days or such other period as the Parties may agree in writing of a notice of non-approval from the Customer and re-submit to the Customer for Approval. The parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than ten (10) Working Days (or such other period as the parties may agree in writing) from the date of its first submission to the Customer. If the Customer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.

4.3.3 The Customer shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to paragraph 4.3.2. However a refusal by the Customer to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in paragraph 4.2 shall be deemed to be reasonable.

4.3.4 Approval by the Customer of the Security Management Plan pursuant to paragraph 4.3.2 of this Call Off Schedule 7 or of any change to the Security Management Plan in accordance with paragraph 4.4 shall not relieve the Supplier of its obligations under this Call Off Schedule 7.

### 4.4 Amendment and Revision of the Security Management Plan

4.4.1 The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:

- (a) emerging changes in Good Industry Practice;
- (b) any change or proposed change to the Services and/or associated processes;
- (c) any change to the Security Policy;
- (d) any new perceived or changed security threats; and
- (e) any reasonable change in requirements requested by the Customer.

4.4.2 The Supplier shall provide the Customer with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to the Customer. The results of the review shall include, without limitation:

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- (a) suggested improvements to the effectiveness of the Security Management Plan;
- (b) updates to the risk assessments; and
- (c) suggested improvements in measuring the effectiveness of controls.

4.4.3 Subject to paragraph 4.4.4, any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with paragraph 4.4.1, a request by the Customer or otherwise) shall be subject to the Variation Procedure and shall not be implemented until Approved by the Customer.

4.4.4 The Customer may, where it is reasonable to do so, Approve and require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment for the purposes of this Call Off Contract.

## 5. BREACH OF SECURITY

5.1 Either party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan if one exists) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.

5.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in paragraph 5.1, the Supplier shall:

5.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Customer) necessary to: (a) minimise the extent of actual or potential harm caused by any Breach of Security;

(b) remedy such Breach of Security to the extent possible and protect the integrity of the Customer and the provision of the Services to the extent within its control against any such Breach of Security or attempted Breach of Security; (c) prevent an equivalent breach in the future exploiting the same root cause failure; and

(d) as soon as reasonably practicable provide to the Customer, where the Customer so requests, full details (using the reporting mechanism defined by the Security Management Plan if one exists) of the Breach of Security or attempted Breach of Security, including a root cause analysis where required by the Customer.

5.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Security Management Plan with the Security policy or the requirements of this Call Off Schedule 7, then any required change to the Security Management Plan shall be at no cost to the Customer.

**ANNEX 1: SECURITY POLICY**

Customer Security Policies and Standards

**1. Introduction**

1.1 The Customer treats information as a valuable asset and considers that it is essential that information must be protected, together with the systems, equipment and processes which support its use. These information assets may include data, text, drawings, diagrams, images or sounds in electronic, magnetic, optical or tangible media, together with any Personal Data for which the Customer is the Data Controller.

1.2 In order to protect Customer information appropriately, the Supplier must provide the security measures and safeguards appropriate to the nature and use of the information. All Suppliers of services to the Customer must comply, and be able to demonstrate compliance, with the relevant Customer policies and standards.

1.3 The main Customer policies include:-

- Information Security Policy
- Physical Security Policy
- Acceptable Use Policy

The above policies can be found at: [gov.uk](http://gov.uk)

1.4 The Supplier must appoint a named officer who will act as a first point of contact with the Customer for security issues. In addition all Staff working for the Supplier and where relevant Sub-Suppliers, with access to Customer Systems, Services, Customer information or Customer sites must be made aware of these requirements and must comply with them.

1.5 The policies and requirements are based on and follow ISO27001 and Cyber Essentials, but with specific reference to Customer use.

1.6 Whilst Customer policies are written for internal Customer requirements all Suppliers must implement appropriate arrangements which ensure that the Customer's information and any other Customer assets are protected in accordance with prevailing statutory and government requirements. These arrangements will clearly vary according to the size of the organisation so should be applied proportionately.

1.7 It is the Supplier's responsibility to monitor compliance of any Sub-Suppliers and provide assurance to the Customer as requested.

1.8 Failure to comply with any of these Policies and Standards could result in termination of current Call-off Contract.

1.9 The following are key basic requirements that the Suppliers must apply:

**2. Personnel Security**

- 2.1 Staff recruitment in accordance with government requirements for pre-employment checks; including Baseline Personnel Security Standard.
- 2.2 Staff training and awareness of Customer security and any specific contract requirements.

**3. Secure Information Handling and Transfers**

- 3.1 Physical and electronic handling, processing and transferring of Customer Data, including secure access to systems and the use of encryption where appropriate.

**4. Portable Media**

- 4.1 The use of encrypted laptops and encrypted storage devices and other removable media when handling DWP information.

**5. Offshoring**

- 5.1 Customer data must not be processed outside the United Kingdom without the prior written consent of DWP and must at all times comply with the Data Protection Act 1998.

**6. Physical Security**

- 6.1 Security of premises and control of access.

**7. Security Incidents**

- 7.1 Includes identification, managing and agreed reporting procedures for actual or suspected security breaches.

**8. Security Plan**

- 8.1 The Supplier shall develop, implement and maintain a Security Plan to apply during the Call-off Contract Period which will be approved by the Customer and periodically updated in accordance with this Schedule.
- 8.2 A draft Security Plan provided by the Supplier as part of its Tender is set out in Schedule 7 to the Call Off.

**9. Development**

- 9.1 Within ten (10) Working Days after the Call-off Contract Commencement Date and in accordance with paragraphs 4.4 (Amendment and Revision) of Schedule 7 of this Call Off, the Supplier will prepare and deliver to the Customer for Approval the full and final Security Plan which will be based on the draft Security Plan set out in Appendix A of this Clause.
- 9.2 If the Security Plan is approved by the Customer it will be adopted immediately. If the Security Plan is not approved by the Customer the Supplier shall amend it within five (5) Working Days of a notice of non-Approval and re-submit for Approval. The Parties will use all reasonable endeavours to ensure that the Approval process takes as little time as possible and in any event no longer than ten (10) Working Days (or such other period as the Parties may agree in writing) from the date of its first submission to the Customer. If the Customer does not approve the Security Plan following its resubmission, the matter will be resolved in accordance with clause 56 (Dispute

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Resolution) of the Call Off. No Approval to be given pursuant to this paragraph 9.2 of this Clause may be unreasonably withheld or delayed. However any failure to approve the Security Plan on the grounds that it does not comply with the requirements set out in paragraphs 8.1 to 9.2 of this Clause and 34 and Schedule 7 of the Call Off shall be deemed to be reasonable.

**Appendix A**

**Draft Security Plan**

<b>Parental Conflict Challenge Fund Delivery Partner</b>	
<b>[2.1.1] Draft Security Plan</b>	
<b>Supplier Name</b>	<i>Ecorys UK</i>

Ecorys has prepared a Draft Security Plan for this project. We will prepare a finalised Security Plan within 20 days of being commissioned as required in the Instructions for Bidders.

Our Security Plan is based on our accredited approaches and adheres to all current legislation.

### **General Data Protection Regulation Compliance**

Ecorys UK recognises that the correct and lawful treatment of Personal Data will maintain confidence in our organisation and will provide for successful business operations. Protecting the confidentiality and integrity of Personal Data is a critical responsibility that we take seriously at all times.

Where Ecorys is a Data Controller or Data Processor of personal information we comply with the General Data Protection Regulation Act. All processing of personal data is carried out in accordance with Ecorys' Privacy Standard. The Managing Director and Board of Ecorys UK is responsible for ensuring all company personnel comply with Ecorys' Privacy Standard and implement appropriate practices, processes, controls and training to ensure compliance. The Data Protection Officer (DPO) is responsible for overseeing Ecorys' Privacy Standard and, as applicable, developing related policies. Ecorys is appointing a named DPO in line with GDPR legislation.

Our policies, along with our organisational and technical procedures for protecting data, are informed by guidance provided by the Information Commissioner's Office (ICO), as well as technical guidance from relevant professional membership bodies such as the Market Research Society. Our policies and procedures are reviewed regularly to ensure good practice.

Ecorys UK is registered as a data controller with the ICO, registration number Z5564761. Notification is a statutory requirement on organisations that process personal information. Our notification to the ICO provides detail on the type of information we hold and the purposes for which it is used.

Details of our registration are: Registration Number: Z5564761. Date Registered: 06 July 2001. Data Controller: Ecorys UK Ltd. To view the latest, up to date details, you can search the online register provided by the ICO.

### **Cyber Essentials**

Ecorys UK has been assessed by an accredited body against the Cyber Essentials Scheme Test Specification. Our level of certification is for: Cyber Essentials PLUS. The scope covers the Entirety of Ecorys UK's Limited External and Internal infrastructure. Our certification date is January 17th, 2018, and our certificate number is: 2040811003115125.

### **Draft Security Plan**

As with all DWP commissions, we will ensure that all team members observe the highest standards of data security throughout the contract. We confirm we will comply with all requirements stipulated in the CCS RM949 Cabinet Office Grants Management Framework,

those set out in the Invitation to Tender, on the Gov.UK DWP Security Policy for Contractors and we have a current signed Generic Security Assurance Document in place with DWP. We confirm that all activity is compliant with our framework GSAD agreement.

Under our Digital by Default approach, most data collected from grant holders will be collected online. Our approach is designed to ensure the highest level of security possible for sensitive and personal data. We will use an online presence to collect data from Applicants, working with one of our approved database suppliers, or using a bespoke solution that our in-house database team will build. Storage of all monitoring and evaluation data collected through our online presence will only be stored on approved secure servers based on Ecorys' premises. All data will be held and processed within the United Kingdom. Any transfers of such data between the Authority and Ecorys will be undertaken using PGP encryption. We will apply the GSAD and GDPR requirements throughout, including ensuring the secure return or deletion of contact details and the destruction of any monitoring and/or evaluation data held at the end of the Contract. We note that Ecorys UK will be considered the Data Controller for any personal data collected from applicants during this contract. We do not anticipate that personal data or sensitive personal data (special category) data will be collected from grant holders about their individual participants, and instead that anonymised, summary or top-level information will be collected on a monthly basis and collated for presentation and reporting back to DWP: for example, percentage reporting on applicant characteristics such as age, gender, or work status. Appropriate data sharing agreements will need to be in place between Ecorys UK and the grant holders to enable this secure transfer to take place. We will use a sophisticated role based security model that governs access to data as well as controlling which functions are available to different (user) roles. Data and function permissions will be grouped into and defined as Role Groups (e.g. Applicant, Admin Staff, Finance, reviewer etc.) and users can then be assigned a role group making it easier to manage global permissions and control who can access what data. The public facing online presence will include an appropriate privacy notice and cookie policy for applicants. We understand the DWP will be making payments to grant holders. Should we be required to collect and store payment information (bank account numbers, sort codes) the collection of this data will be facilitated through a secure upload mechanism and stored in an encrypted format.

On occasions where we are required to collect data on paper, for example postal applications to the Challenge Fund, data security will be maintained by:

Limited use of photocopying so that numerous copies of the data are not made unless vital to operations

Storage of data in locked cabinets in access controlled buildings

Digitisation and secure storage of records as needed for audit or retention

Secure destruction of paper records once no longer needed and as soon as practically possible and in line with GDPR guidance

Use of mobile/portable devices for data collection/storage will be strictly kept to a minimum, however when mobile devices must be used they are encrypted to at least FIPS 140-2 standards.

Security groups will be managed by a dedicated internal IT team and used to ensure that access to data is only made available to approved members of staff. These groups will be audited regularly during quality control procedures. User level permissions will be configured in our systems to ensure that users only see information relevant to their role. User accounts used by grant administrators (based at Ecorys) will be directly linked to Microsoft Active Directory ensuring that: only named users can access grant information; and that employees who have left the organisation have their accounts disabled (or removed).

Grant administrator functionality will only be made available on the Ecorys' internal network. Network segregation will ensure that access to internal systems is not possible to users outside of Ecorys.

All staff working on the contract have the required security clearance, equivalent to Baseline Personnel Security Standard. Appropriate training and briefing specific to the GSAD requirements and those specific to this project will be provided to all team members, who will sign a form to indicate their understanding and compliance with this. Passwords necessary to access data are restricted to staff involved in the contract and any attempts to access data are logged through our Citrix system. No personal or sensitive data will be taken off-site at any time. All physical assets have unique identification numbers allowing full tracking and tracing. We use secure file transfer systems at all times and all servers are secured to the highest standards practicable. In addition, all staff have unique log on passwords that are changed monthly. We would be happy to have our systems and procedures audited at any time. All staff have been trained on GDPR systems and processes.

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**ANNEX 2: SECURITY MANAGEMENT PLAN**

**POST TENDER**

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CALL OFF SCHEDULE 8: BUSINESS CONTINUITY AND DISASTER RECOVERY

1. DEFINITIONS

1.1 In this Call Off Schedule 8, the following definitions shall apply:

- "**Business Continuity Plan**" has the meaning given to it in paragraph 2.2.1(b) of this Call Off Schedule 8;
- "**Disaster Recovery Plan**" has the meaning given to it in 2.2.1(c) of this Call Off Schedule 8;
- "**Disaster Recovery System**" means the system embodied in the processes and procedures for restoring the provision of Services following the occurrence of a disaster;
- "**Review Report**" has the meaning given to it in paragraph 6.2 of this Call Off Schedule 8;
- "**Supplier's Proposals**" has the meaning given to it in paragraph 6.2.3 of this Call Off Schedule 8;

2. BCDR PLAN

2.1 Within twenty [20] Working Days from the Call Off Commencement Date the Supplier shall prepare and deliver to the Customer for the Customer's written approval a plan, which shall detail the processes and arrangements that the Supplier shall follow to:

- 2.1.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Services; and
- 2.1.2 the recovery of the Services in the event of a Disaster.

2.2 The BCDR Plan shall:

- 2.2.1 be divided into three parts:
- (a) Part A which shall set out general principles applicable to the BCDR Plan;
  - (b) Part B which shall relate to business continuity (the "**Business Continuity Plan**"); and
  - (c) Part C which shall relate to disaster recovery (the "**Disaster Recovery Plan**"); and

2.2.2 unless otherwise required by the Customer in writing, be based upon and be consistent with the provisions of paragraphs 3, 4 and 5.

2.3 Following receipt of the draft BCDR Plan from the Supplier, the Customer shall:

2.3.1 review and comment on the draft BCDR Plan as soon as reasonably practicable; and 2.3.2 notify the Supplier in writing that it approves or rejects the draft BCDR Plan no later than twenty (20) Working Days after the date on which the draft BCDR Plan is first delivered to the Customer.

2.4 If the Customer rejects the draft BCDR Plan:

2.4.1 the Customer shall inform the Supplier in writing of its reasons for its rejection; and 2.4.2 the Supplier shall then revise the draft BCDR Plan (taking reasonable account of the Customer's comments) and shall re-submit a revised draft BCDR Plan to the Customer for the Customer's approval within twenty (20) Working Days of the date of the Customer's notice of rejection. The provisions of paragraphs 2.3 and 2.4 of this Call Off

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Schedule 8 shall apply again to any resubmitted draft BCDR Plan, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.

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

3.1 Part A of the BCDR Plan shall:

- 3.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
- 3.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the operation of the provision of the Services and any Services provided to the Customer by a Related Supplier; 3.1.3 contain an obligation upon the Supplier to liaise with the Customer and (at the Customer's request) any Related Suppliers with respect to issues concerning business continuity and disaster recovery where applicable;
- 3.1.4 detail how the BCDR Plan links and interoperates with any overarching and/or connected disaster recovery or business continuity plan of the Customer and any of its other Related Supplier in each case as notified to the Supplier by the Customer from time to time;
- 3.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multichannels (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 Customer;
- 3.1.6 contain a risk analysis, including:
  - (a) failure or disruption scenarios and assessments and estimates of frequency of occurrence;
  - (b) identification of any single points of failure within the provision of Services and processes for managing the risks arising therefrom; (c) identification of risks arising from the interaction of the provision of Services and with the Services provided by a Related Supplier; and (d) a business impact analysis (detailing the impact on business processes and operations) of different anticipated failures or disruptions;
- 3.1.7 provide for documentation of processes, including business processes, and procedures;
- 3.1.8 set out key contact details (including roles and responsibilities) for the Supplier (and any Sub-Contractors) and for the Customer;
- 3.1.9 identify the procedures for reverting to "normal service";
- 3.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to ensure that there is no more than the accepted amount of data loss and to preserve data integrity;
- 3.1.11 identify the responsibilities (if any) that the Customer has agreed it will assume in the event of the invocation of the BCDR Plan; and

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3.1.12 provide for the provision of technical advice and assistance to key contacts at the Customer as notified by the Customer from time to time to inform decisions in support of the Customer's business continuity plans.

3.2 The BCDR Plan shall be designed so as to ensure that:

3.2.1 the Services are provided in accordance with this Call Off Contract at all times during and after the invocation of the BCDR Plan;

3.2.2 the adverse impact of any Disaster, service failure, or disruption on the operations of the Customer is minimal as far as reasonably possible;

3.2.3 it complies with the relevant provisions of ISO/IEC 27002 and all other industry standards from time to time in force; and

3.2.4 there is a process for the management of disaster recovery testing detailed in the BCDR Plan.

3.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Services or to the business processes facilitated by and the business operations supported by the provision of Services.

3.4 The Supplier shall not be entitled to any relief from its obligations under the Service Levels or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Call Off Contract.

### 4. BUSINESS CONTINUITY PLAN - PRINCIPLES AND CONTENTS

4.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes and operations facilitated by the provision of Services remain supported and to ensure continuity of the business operations supported by the Services including, unless the Customer expressly states otherwise in writing:

4.1.1 the alternative processes (including business processes), options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Services; and 4.1.2 the steps to be taken by the Supplier upon resumption of the provision of Services in order to address any prevailing effect of the failure or disruption including a root cause analysis of the failure or disruption.

4.2 The Business Continuity Plan shall:

4.2.1 address the various possible levels of failures of or disruptions to the provision of Services; 4.2.2 set out the Services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Services (such Services and steps, the "**Business Continuity Services**"); 4.2.3 specify any applicable Service Levels with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Service Levels in respect of the provision of other Services during any period of invocation of the Business

Continuity Plan; and 4.2.4 clearly set out the conditions and/or circumstances under which the Business Continuity Plan is invoked.

### 5. DISASTER RECOVERY PLAN - PRINCIPLES AND CONTENTS

5.1 The Disaster Recovery Plan shall be designed so as to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Customer 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.

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5.2 The Disaster Recovery Plan shall be invoked only upon the occurrence of a Disaster.

5.3 The Disaster Recovery Plan shall include the following:

5.3.1 the technical design and build specification of the Disaster Recovery System;

5.3.2 details of the procedures and processes to be put in place by the Supplier in relation to the Disaster Recovery System and the provision of the Disaster Recovery Services and any testing of the same including but not limited to the following:

- (a) data centre and disaster recovery site audits;
- (b) backup methodology and details of the Supplier's approach to data back-up and data verification;
- (c) identification of all potential disaster scenarios;
- (d) risk analysis;
- (e) documentation of processes and procedures;
- (f) hardware configuration details;
- (g) network planning including details of all relevant data networks and communication links;
- (h) invocation rules;
- (i) Service recovery procedures; and
- (j) steps to be taken upon resumption of the provision of Services to address any prevailing effect of the failure or disruption of the provision of Services;

5.3.3 any applicable Service Levels with respect to the provision of the Disaster Recovery Services and details of any agreed relaxation to the Service Levels in respect of the provision of other Services during any period of invocation of the Disaster Recovery Plan; 5.3.4 details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;

5.3.5 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule 8; and

5.3.6 testing and management arrangements.

## 6. REVIEW AND AMENDMENT OF THE BCDR PLAN

6.1 The Supplier shall review the BCDR Plan (and the risk analysis on which it is based):

6.1.1 on a regular basis and as a minimum once every six (6) months;

6.1.2 within three calendar months of the BCDR Plan (or any part) having been invoked pursuant to paragraph 7; and

6.1.3 where the Customer requests any additional reviews (over and above those provided for in paragraphs 6.1.1 and 6.1.2 of this Call Off Schedule 8) by notifying the Supplier to such effect in writing, whereupon the Supplier shall conduct such reviews in accordance with the Customer's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Customer for the Customer's approval. The costs of both Parties of any such additional reviews shall be met by the Customer except that the Supplier shall not be entitled to

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charge the Customer for any costs that it may incur above any estimate without the Customer's prior written approval.

6.2 Each review of the BCDR Plan pursuant to paragraph 6.1 of this Call off Schedule 8 shall be a review of the procedures and methodologies set out in the BCDR Plan and shall assess their suitability having regard to any change to the Services or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within the period required by the BCDR Plan or, if no such period is required, within such period as the Customer shall reasonably require. The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Customer a report (a **"Review Report"**) setting out:

6.2.1 the findings of the review;

6.2.2 any changes in the risk profile associated with the provision of Services; and 6.2.3 the Supplier's proposals (the **"Supplier's Proposals"**) for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan 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.

6.3 Following receipt of the Review Report and the Supplier's Proposals, the Customer shall:

6.3.1 review and comment on the Review Report and the Supplier's Proposals as soon as reasonably practicable; and

6.3.2 notify the Supplier in writing that it approves or rejects the Review Report and the Supplier's Proposals no later than twenty (20) Working Days after the date on which they are first delivered to the Customer.

6.4 If the Customer rejects the Review Report and/or the Supplier's Proposals:

6.4.1 the Customer shall inform the Supplier in writing of its reasons for its rejection; and

6.4.2 the Supplier shall then revise the Review Report and/or the Supplier's Proposals as the case may be (taking reasonable account of the Customer'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 Customer for the Customer's approval within twenty (20) Working Days of the date of the Customer's notice of rejection. The provisions of paragraphs 6.3 and 6.4 of this Call Off Schedule 8 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.

6.5 The Supplier shall as soon as is reasonably practicable after receiving the Customer's approval of the Supplier's Proposals (having regard to the significance of any risks highlighted in the Review Report) effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Services.

## 7. TESTING OF THE BCDR PLAN

7.1 The Supplier shall test the BCDR Plan on a regular basis (and in any event not less than once in every Contract Year). Subject to paragraph 7.2 of this Call Off Schedule 8, the Customer may

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

- 7.2 If the Customer requires an additional test of the BCDR Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Customer's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Customer unless the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.
- 7.3 The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with the Customer and shall liaise with the Customer in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Customer in this regard. Each test shall be carried out under the supervision of the Customer or its nominee.
- 7.4 The Supplier shall ensure that any use by it or any Sub-Contractor of "live" data in such testing is first approved with the Customer. Copies of live test data used in any such testing shall be (if so required by the Customer) destroyed or returned to the Customer on completion of the test.
- 7.5 The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Customer a report setting out:
- 7.5.1 the outcome of the test;
  - 7.5.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test;  
and
  - 7.5.3 the Supplier's proposals for remedying any such failures.
- 7.6 Following each test, the Supplier shall take all measures requested by the Customer, (including requests for the re-testing of the BCDR Plan) to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at no additional cost to the Customer, by the date reasonably required by the Customer and set out in such notice.
- 7.7 For the avoidance of doubt, the carrying out of a test of the BCDR Plan (including a test of the BCDR Plan's procedures) shall not relieve the Supplier of any of its obligations under this Call Off Contract.
- 7.8 The Supplier shall also perform a test of the BCDR Plan in the event of any major reconfiguration of the Services or as otherwise reasonably requested by the Customer.

### **8. INVOCATION OF THE BCDR PLAN**

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

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CALL OFF SCHEDULE 9: EXIT MANAGEMENT

**1. DEFINITIONS**

1.1 In this Call Off Schedule 9, the following definitions shall apply:

<b>"Exclusive Assets"</b>	means those Supplier 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 to it in paragraph 4.1 of this Call Off Schedule 9;
<b>"Exit Manager"</b>	means the person appointed by each Party pursuant to paragraph 3.4 of this Call Off Schedule 9 for managing the Parties' respective obligations under this Call Off Schedule 9;
<b>"Net Book Value"</b>	means the net book value of the relevant Supplier 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 Customer of even date with this Call Off Contract;
<b>"Non-Exclusive Assets"</b>	means those Supplier 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;
<b>"Registers"</b>	means the register and configuration database referred to in paragraphs 3.1.1 and 3.1.2 of this Call Off Schedule 9;
<b>"Termination Assistance"</b>	means the activities to be performed by the Supplier pursuant to the Exit Plan, and any other assistance required by the Customer pursuant to the Termination Assistance Notice;
<b>"Termination Assistance Notice"</b>	has the meaning given to it in paragraph 6.1 of this Call Off Schedule 9;
<b>"Termination Assistance Period"</b>	means 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 Assistance as such period may be extended pursuant to paragraph 6.2 of this Call Off Schedule 9;
<b>"Transferable Assets"</b>	means those of the Exclusive Assets which are capable of legal transfer to the Customer;

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<b>"Transferable Contracts"</b>	means the Sub-Contracts, licences for Supplier Background IPR, Project Specific IPR, licences for Third Party IPR or other agreements which are necessary to enable the Customer or any Replacement Supplier to provide the Services or the Replacement Services, including in relation to licences all relevant Documentation;
<b>"Transferring Assets"</b>	has the meaning given to it in paragraph 9.2.1 of this Call Off Schedule 9;
<b>"Transferring Contracts"</b>	has the meaning given to it in paragraph 9.2.3 of this Call Off Schedule 9.

### 2. INTRODUCTION

2.1 This Call Off Schedule 9 describes provisions that should be included in the Exit Plan, the duties and responsibilities of the Supplier to the Customer leading up to and covering the Call Off Expiry Date and the transfer of service provision to the Customer and/or a Replacement Supplier.

2.2 The objectives of the exit planning and service transfer arrangements are to ensure a smooth transition of the availability of the Services from the Supplier to the Customer and/or a Replacement Supplier at the Call Off Expiry Date.

### 3. OBLIGATIONS DURING THE CALL OFF CONTRACT PERIOD TO FACILITATE EXIT

3.1 During the Call Off Contract Period, the Supplier shall:

3.1.1 create and maintain a Register of all:

- (a) Supplier Assets, detailing their:
  - (i) make, model and asset number;
  - (ii) ownership and status as either Exclusive Assets or Non-Exclusive Assets;
  - (iii) Net Book Value;
  - (iv) condition and physical location; and
  - (v) use (including technical specifications); and
- (b) Sub-Contracts and other relevant agreements (including relevant software licences, maintenance and support agreements and equipment rental and lease agreements) required for the performance of the Services;

3.1.2 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 Customer 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;

3.1.3 agree the format of the Registers with the Customer as part of the process of agreeing the Exit Plan; and

3.1.4 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.

3.2 The Supplier shall:

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- 3.2.1 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 Call Off Contract; and
- 3.2.2 (unless otherwise agreed by the Customer in writing) procure that all licences for Third Party IPR and all Sub-Contracts shall be assignable and/or capable of novation at the request of the Customer to the Customer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Services (or part of them) without restriction (including any need to obtain any consent or approval) or payment by the Customer.
- 3.3 Where the Supplier is unable to procure that any Sub-Contract or other agreement referred to in paragraph 3.2.2 of this Call Off Schedule 9 which the Supplier proposes to enter into after the Call Off Commencement Date is assignable and/or capable of novation to the Customer (and/or its nominee) and/or any Replacement Supplier without restriction or payment, the Supplier shall promptly notify the Customer of this and the Parties shall (acting reasonably and without undue delay) discuss the appropriate action to be taken which, where the Customer so directs, may include the Supplier seeking an alternative Sub-Contractor or provider of Services to which the relevant agreement relates.
- 3.4 Each Party shall appoint a person for the purposes of managing the Parties' respective obligations under this Call Off Schedule 9 and provide written notification of such appointment to the other Party within three (3) months of the Call Off Commencement Date. The Supplier's Exit Manager shall be responsible for ensuring that the Supplier and its employees, agents and Sub-Contractors comply with this Call Off Schedule 9. 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 Call Off Schedule 9. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the termination of this Call Off Contract and all matters connected with this Call Off Schedule 9 and each Party's compliance with it.

### 4. OBLIGATIONS TO ASSIST ON RE-TENDERING OF SERVICES

- 4.1 On reasonable notice at any point during the Call Off Contract Period, the Supplier shall provide to the Customer 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 Customer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence:
- 4.1.1 details of the Service(s);
  - 4.1.2 a copy of the Registers, updated by the Supplier up to the date of delivery of such Registers;
  - 4.1.3 an inventory of Customer Data in the Supplier's possession or control;
  - 4.1.4 details of any key terms of any third party contracts and licences, particularly as regards charges, termination, assignment and novation;
  - 4.1.5 a list of on-going and/or threatened disputes in relation to the provision of the Services;
  - 4.1.6 all information relating to Transferring Supplier Employees required to be provided by the Supplier under this Call Off Contract; and
  - 4.1.7 such other material and information as the Customer shall reasonably require, (together, the “Exit Information”).

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4.2 The Supplier acknowledges that the Customer may disclose the Supplier's Confidential Information to an actual or prospective Replacement Supplier or any third party whom the Customer is considering engaging to the extent that such disclosure is necessary in connection with such engagement (except that the Customer may not under this paragraph 4.2 of this Call Off Schedule 9 disclose any Supplier's Confidential Information which is information relating to the Supplier's or its Sub-Contractors' prices or costs).

4.3 The Supplier shall:

4.3.1 notify the Customer within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Services and shall consult with the Customer regarding such proposed material changes; and

4.3.2 provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and in any event within ten (10) Working Days of a request in writing from the Customer.

4.4 The Supplier may charge the Customer for its reasonable additional costs to the extent the Customer requests more than four (4) updates in any six (6) month period.

4.5 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:

4.5.1 prepare an informed offer for those Services; and 4.5.2 not be disadvantaged in any subsequent procurement process compared to the Supplier (if the Supplier is invited to participate).

### 5. EXIT PLAN

5.1 The Supplier shall, within three (3) months after the Call Off Commencement Date, deliver to the Customer an Exit Plan which:

5.1.1 sets out the Supplier's proposed methodology for achieving an orderly transition of the Services from the Supplier to the Customer and/or its Replacement Supplier on the expiry or termination of this Call Off Contract;

5.1.2 complies with the requirements set out in paragraph 5.3 of this Call Off Schedule 9;

5.1.3 is otherwise reasonably satisfactory to the Customer.

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 twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

5.3 Unless otherwise specified by the Customer or Approved, the Exit Plan shall set out, as a minimum:

5.3.1 how the Exit Information is obtained;

5.3.2 the management structure to be employed during both transfer and cessation of the Services;

5.3.3 the management structure to be employed during the Termination Assistance Period;

5.3.4 a detailed description of both the transfer and cessation processes, including a timetable;

5.3.5 how the Services will transfer to the Replacement Supplier and/or the Customer, including details of the processes, documentation, data transfer, systems migration, security and the segregation of the Customer's technology components from any

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technology components operated by the Supplier or its Sub-Contractors (where applicable);

- 5.3.6 details of contracts (if any) which will be available for transfer to the Customer and/or the Replacement Supplier upon the Call Off Expiry Date together with any reasonable costs required to effect such transfer (and the Supplier agrees that all assets and contracts used by the Supplier in connection with the provision of the Services will be available for such transfer);
- 5.3.7 proposals for the training of key members of the Replacement Supplier's personnel in connection with the continuation of the provision of the Services following the Call Off Expiry Date charged at rates agreed between the Parties at that time;
- 5.3.8 proposals for providing the Customer or a Replacement Supplier copies of all documentation:
  - (a) used in the provision of the Services and necessarily required for the continued use thereof, in which the Intellectual Property Rights are owned by the Supplier; and
  - (b) relating to the use and operation of the Services;
- 5.3.9 proposals for the assignment or novation of the provision of all services, leases, maintenance agreements and support agreements utilised by the Supplier in connection with the performance of the supply of the Services;
- 5.3.10 proposals for the identification and return of all Customer Property in the possession of and/or control of the Supplier or any third party (including any Sub-Contractor);
- 5.3.11 proposals for the disposal of any redundant Services and materials;
- 5.3.12 procedures to deal with requests made by the Customer and/or a Replacement Supplier for Staffing Information pursuant to Call Off Schedule 10 (Staff Transfer);
- 5.3.13 how each of the issues set out in this Call Off Schedule 9 will be addressed to facilitate the transition of the Services from the Supplier to the Replacement Supplier and/or the Customer with the aim of ensuring that there is no disruption to or degradation of the Services during the Termination Assistance Period; and
- 5.3.14 proposals for the supply of any other information or assistance reasonably required by the Customer or a Replacement Supplier in order to effect an orderly handover of the provision of the Services.

## 6. TERMINATION ASSISTANCE

- 6.1 The Customer shall be entitled to require the provision of Termination Assistance at any time during the Call Off Contract Period by giving written notice to the Supplier (a "**Termination Assistance Notice**") at least four (4) months prior to the Call Off Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:
  - 6.1.1 the date from which Termination Assistance is required;
  - 6.1.2 the nature of the Termination Assistance required; and
  - 6.1.3 the period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) months after the date that the Supplier ceases to provide the Services.

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6.2 The Customer shall have an option to extend the Termination Assistance Period beyond the period specified in the Termination Assistance Notice provided that such extension shall not extend for more than six (6) months after the date the Supplier ceases to provide the Services or, if applicable, beyond the end of the Termination Assistance Period and provided that it shall notify the Supplier to such effect no later than twenty (20) Working Days prior to the date on which the provision of Termination Assistance is otherwise due to expire. The Customer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier to such effect.

### 7. TERMINATION ASSISTANCE PERIOD

7.1 Throughout the Termination Assistance Period, or such shorter period as the Customer may require, the Supplier shall:

7.1.1 continue to provide the Services (as applicable) and, if required by the Customer pursuant to paragraph 6.1 of this Call Off Schedule 9, provide the Termination Assistance;

7.1.2 in addition to providing the Services and the Termination Assistance, provide to the Customer any reasonable assistance requested by the Customer to allow the Services to continue without interruption following the termination or expiry of this Call Off Contract and to facilitate the orderly transfer of responsibility for and conduct of the Services to the Customer and/or its Replacement Supplier; 7.1.3 use all reasonable endeavours to reallocate resources to provide such assistance as is referred to in paragraph 7.1.2 of this Call Off Schedule 9 without additional costs to the Customer;

7.1.4 provide the Services and the Termination Assistance at no detriment to the Service Level Performance Measures, save to the extent that the Parties agree otherwise in accordance with paragraph 7.3; and

7.1.5 at the Customer's request and on reasonable notice, deliver up-to-date Registers to the Customer.

7.2 Without prejudice to the Supplier's obligations under paragraph 7.1.3 of this Call Off Schedule 9, if it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in paragraph 7.1.2 of this Call Off Schedule 9 without additional costs to the Customer, any additional costs incurred by the Supplier in providing such reasonable assistance which is not already in the scope of the Termination Assistance or the Exit Plan shall be subject to the Variation Procedure.

7.3 If the Supplier demonstrates to the Customer's reasonable satisfaction that transition of the Services and provision of the Termination Assist during the Termination Assistance Period will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Level Performance Measure(s), the Parties shall vary the relevant Service Level Performance Measure(s) and/or the applicable Service Credits to take account of such adverse effect.

### 8. TERMINATION OBLIGATIONS

8.1 The Supplier shall comply with all of its obligations contained in the Exit Plan.

8.2 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 Assistance and its compliance with the other provisions of this Call Off Schedule 9), the Supplier shall:

8.2.1 cease to use the Customer Data;

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- 8.2.2 provide the Customer and/or the Replacement Supplier with a complete and uncorrupted version of the Customer Data in electronic form (or such other format as reasonably required by the Customer);
- 8.2.3 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 Customer Data and promptly certify to the Customer that it has completed such deletion;
- 8.2.4 return to the Customer such of the following as is in the Supplier's possession or control:
- (a) all materials created by the Supplier under this Call Off Contract in which the IPRs are owned by the Customer;
  - (b) any equipment which belongs to the Customer;
  - (c) any items that have been on-charged to the Customer, such as consumables; and
  - (d) all Customer Property issued to the Supplier under Clause 31 of this Call Off Contract (Customer Property). Such Customer Property shall be handed back to the Customer in good working order (allowance shall be made only for reasonable wear and tear);
  - (e) any sums prepaid by the Customer in respect of Services not Delivered by the Call Off Expiry Date;
- 8.2.5 vacate any Customer Premises; 8.2.6 remove the Supplier Equipment together with any other materials used by the Supplier to supply the Services and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier and/or any Supplier Personnel;
- 8.2.7 provide access during normal working hours to the Customer and/or the Replacement Supplier for up to twelve (12) months after expiry or termination to:
- (a) such information relating to the Services as remains in the possession or control of the Supplier; and
  - (b) 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 Customer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to requests for access under this paragraph.
- 8.3 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 Assistance and its compliance with the other provisions of this Call Off Schedule 9), each Party shall return to the other Party (or if requested, destroy or delete) all Confidential Information of the other Party 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.
- 8.4 Except where this Call Off Contract provides otherwise, all licences, leases and authorisations granted by the Customer to the Supplier in relation to the Services shall be terminated with effect from the end of the Termination Assistance Period.

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### 9. ASSETS AND SUB-CONTRACTS

9.1 Following notice of termination of this Call Off Contract and during the Termination Assistance Period, the Supplier shall not, without the Customer's prior written consent:

9.1.1 terminate, enter into or vary any Sub-Contract;

9.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets; or

9.1.3 terminate, enter into or vary any licence for software in connection with the provision of Services.

9.2 Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier pursuant to paragraph 7.1.5 of this Call Off Schedule 9, the Customer shall provide written notice to the Supplier setting out:

9.2.1 which, if any, of the Transferable Assets the Customer requires to be transferred to the Customer and/or the Replacement Supplier ("**Transferring Assets**");

9.2.2 which, if any, of:

(a) the Exclusive Assets that are not Transferable Assets; and

(b) the Non-Exclusive Assets,

the Customer and/or the Replacement Supplier requires the continued use of; and

9.2.3 which, if any, of Transferable Contracts the Customer requires to be assigned or novated to the Customer and/or the Replacement Supplier (the "**Transferring Contracts**"), in order for the Customer and/or its Replacement Supplier to provide the Services from the expiry of the Termination Assistance Period. Where requested by the Customer and/or its Replacement Supplier, the Supplier shall provide all reasonable assistance to the Customer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts the Customer and/or its Replacement Supplier requires to provide the Services or the Replacement Services.

9.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Customer and/or its nominated Replacement Supplier for a consideration equal to their Net Book Value, except where the cost of the Transferring Asset has been partially or fully paid for through the Call Off Contract Charges at the Call Off expiry Date, in which case the Customer shall pay the Supplier the Net Book Value of the Transferring Asset less the amount already paid through the Call Off Contract Charges.

9.4 Risk in the Transferring Assets shall pass to the Customer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title to the Transferring Assets shall pass to the Customer or the Replacement Supplier (as appropriate) on payment for the same.

9.5 Where the Supplier is notified in accordance with paragraph 9.2.2 of this Call Off Schedule 9 that the Customer 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:

9.5.1 procure a non-exclusive, perpetual, royalty-free licence (or licence on such other terms that have been agreed by the Customer) for the Customer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which

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9.5.2 procure a suitable alternative to such assets and the Customer or the Replacement Supplier shall bear the reasonable proven costs of procuring the same.

9.6 The Supplier shall as soon as reasonably practicable assign or procure the novation to the Customer and/or the Replacement Supplier of the Transferring Contracts. The Supplier shall execute such documents and provide such other assistance as the Customer reasonably requires to effect this novation or assignment.

9.7 The Customer shall:

9.7.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and

9.7.2 once a Transferring Contract is novated or assigned to the Customer 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.

9.8 The Supplier shall hold any Transferring Contracts on trust for the Customer until such time as the transfer of the relevant Transferring Contract to the Customer and/or the Replacement Supplier has been effected.

9.9 The Supplier shall indemnify the Customer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Customer (and/or Replacement Supplier) pursuant to paragraph 9.6 of this Call Off Schedule 9 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract.

### **10. SUPPLIER PERSONNEL**

10.1 The Customer and Supplier agree and acknowledge that in the event of the Supplier ceasing to provide the Services or part of them for any reason, Call Off Schedule 10 (Staff Transfer) shall apply.

10.2 The Supplier shall not take any step (expressly or implicitly and 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 Customer and/or the Replacement Supplier.

10.3 During the Termination Assistance Period, the Supplier shall give the Customer and/or the Replacement Supplier reasonable access to the Supplier's personnel to present the case for transferring their employment to the Customer and/or the Replacement Supplier.

10.4 The Supplier shall immediately notify the Customer or, at the direction of the Customer, 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.

10.5 The Supplier shall not for a period of twelve (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 Customer and/or the Replacement Supplier, unless approval has been obtained from the Customer which shall not be unreasonably withheld.

### **11. CHARGES**

11.1 Except as otherwise expressly specified in this Call Off Contract, the Supplier shall not make any charges for the services provided by the Supplier pursuant to, and the Customer shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with, this Call Off Schedule 9 including the preparation and implementation of the Exit Plan, the Termination

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Assistance and any activities mutually agreed between the Parties to carry on after the expiry of the Termination Assistance Period.

### 12. APPORTIONMENTS

12.1 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 Customer and the Supplier and/or the Replacement Supplier and the Supplier (as applicable) as follows:

12.1.1 the amounts shall be annualised and divided by 365 to reach a daily rate; 12.1.2 the Customer 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

12.1.3 the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

12.2 Each Party shall pay (and/or the Customer shall procure that the Replacement Supplier shall pay) any monies due under paragraph 12.1 of this Call Off Schedule 9 as soon as reasonably practicable.

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CALL OFF SCHEDULE 10: STAFF TRANSFER

**1. DEFINITIONS**

In this Call Off Schedule 10, the following definitions shall apply:

<b>“Admission Agreement”</b>	The agreement to be entered into by which the supplier agrees to participate in the Schemes as amended from time to time;
<b>“Eligible Employee”</b>	any Fair Deal Employee who at the relevant time is an eligible employee as defined in the Admission Agreement;
<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> <ul style="list-style-type: none"><li>(a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;</li><li>(b) unfair, wrongful or constructive dismissal compensation;</li><li>(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;</li><li>(d) compensation for less favourable treatment of part-time workers or fixed term employees;</li><li>(e) outstanding employment debts and unlawful deduction of wages including any PAYE and national insurance contributions;</li><li>(f) employment claims whether in tort, contract or statute or otherwise;</li></ul> <p>any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;</p>
<b>“Fair Deal Employees”</b>	those Transferring Customer Employees who are on the Relevant Transfer Date entitled to the protection of New Fair Deal and any Transferring Former Supplier Employees who originally transferred pursuant to a Relevant Transfer under the Employment Regulations (or the predecessor legislation to the Employment Regulations), from employment with a public sector employer and who were once eligible to participate in the Schemes and who at

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	the Relevant Transfer Date become entitled to the protection of New Fair Deal;
<b>“Former Supplier”</b>	a supplier supplying services to the Customer before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any subcontractor of such supplier (or any sub-contractor of any such subcontractor);
<b>“New Fair Deal”</b>	the revised Fair Deal position set out in the HM Treasury guidance: <i>“Fair Deal for staff pensions: staff transfer from central government”</i> issued in October 2013;
<b>“Notified Sub-Contractor”</b>	a Sub-Contractor identified in the Annex to this Call Off Schedule 10 to whom Transferring Customer 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>“Schemes”</b>	the Principal Civil Service Pension Scheme available to employees of the civil service and employees of bodies under the Superannuation Act 1972, as governed by rules adopted by Parliament; the Partnership Pension Account and its (i) Ill health Benefits Scheme and (ii) Death Benefits Scheme; the Civil Service Additional Voluntary Contribution Scheme; and the 2015 New Scheme (with effect from a date to be notified to the Supplier by the Minister for the Cabinet Office);
<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;
<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, such information as the Customer may reasonably request (subject to all applicable provisions of the DPA), but including in an anonymised format: <ul style="list-style-type: none"><li>(a) their ages, dates of commencement of employment or engagement and gender;</li><li>(b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;</li><li>(c) the identity of the employer or relevant contracting party;</li></ul>

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- (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
- (e) their wages, salaries and profit sharing arrangements as applicable;
- (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
- (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
- (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and
- (j) any other “employee liability information” as such term is defined in regulation 11 of the Employment Regulations;

**“Supplier's Final Supplier Personnel List”**

a list provided by the Supplier of all Supplier Personnel who will transfer under the Employment Regulations on the Relevant Transfer Date;

**“Supplier's Provisional Supplier Personnel List”**

a list prepared and updated by the Supplier of all Supplier Personnel who are engaged in or wholly or mainly assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;

**“Transferring Customer Employees”**

those employees of the Customer to whom the Employment Regulations will apply on the Relevant Transfer Date;

**“Transferring Former Supplier Employees”**

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

**“Transferring Supplier Employees”**

those employees of the Supplier and/or the Supplier’s Sub Contractors to whom the Employment Regulations will apply on the Service Transfer Date.

## 2. INTERPRETATION

Where a provision in this Call Off Schedule 10 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 Customer, Former Supplier, Replacement Supplier or Replacement Sub-Contractor, as the case may be.

**PART A**

**TRANSFERRING CUSTOMER EMPLOYEES AT COMMENCEMENT OF SERVICES**

**1. RELEVANT TRANSFERS**

1.1 The Customer and the Supplier agree that:

1.1.1 the commencement of the provision of the Services or of each relevant part of the Services will be a Relevant Transfer in relation to the Transferring Customer Employees; and

1.1.2 as a result of the operation of the Employment Regulations, the contracts of employment between the Customer and the Transferring Customer Employees (except in relation to any terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or any Notified Sub-Contractor and each such Transferring Customer Employee.

1.2 The Customer shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of the Transferring Customer Employees in respect of the period arising up to (but not including) the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period up to (but not including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Customer; and (ii) the Supplier and/or any Notified Sub-Contractor (as appropriate).

**2. CUSTOMER INDEMNITIES**

2.1 Subject to Paragraph 2.2, the Customer shall indemnify the Supplier and any Notified Sub Contractor against any Employee Liabilities in respect of any Transferring Customer Employee (or, where applicable any employee representative as defined in the Employment Regulations) arising from or as a result of:

2.1.1 any act or omission by the Customer occurring before the Relevant Transfer Date; 2.1.2 the breach or non-observance by the Customer before the Relevant Transfer Date of:

- (a) any collective agreement applicable to the Transferring Customer Employees; and/or
- (b) any custom or practice in respect of any Transferring Customer Employees which the Customer is contractually bound to honour;

2.1.3 any claim by any trade union or other body or person representing the Transferring Customer Employees arising from or connected with any failure by the Customer to comply with any legal obligation to such trade union, body or person arising before the Relevant Transfer Date;

2.1.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

- (a) in relation to any Transferring Customer Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority

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relates to financial obligations arising before the Relevant Transfer Date;  
and

(b) in relation to any employee who is not a Transferring Customer Employee and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Customer to the Supplier and/or any Notified Sub-Contractor as appropriate, to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date.

2.1.5 a failure of the Customer 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 Customer Employees arising before the Relevant Transfer Date;

2.1.6 any claim made by or in respect of any person employed or formerly employed by the Customer other than a Transferring Customer Employee for whom it is alleged the Supplier and/or any Notified Sub-Contractor as appropriate may be liable by virtue of the Employment Regulations and/or the Acquired Rights Directive; and

2.1.7 any claim made by or in respect of a Transferring Customer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Customer Employee relating to any act or omission of the Customer 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 Supplier or any Sub-Contractor to comply with regulation 13(4) of the Employment Regulations.

2.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Sub-Contractor (whether or not a Notified Sub-Contractor) whether occurring or having its origin before, on or after the Relevant Transfer Date including any Employee Liabilities:

2.2.1 arising out of the resignation of any Transferring Customer Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Supplier and/or any Sub-Contractor to occur in the period from (and including) the Relevant Transfer Date; or

2.2.2 arising from the failure by the Supplier or any Sub-Contractor to comply with its obligations under the Employment Regulations.

2.3 If any person who is not identified by the Customer as a Transferring Customer Employee claims, or it is determined in relation to any person who is not identified by the Customer as a Transferring Customer Employee, that his/her contract of employment has been transferred from the Customer to the Supplier and/or any Notified Sub-Contractor pursuant to the Employment Regulations or the Acquired Rights Directive then:

2.3.1 the Supplier shall, or shall procure that the Notified Sub-Contractor shall, within 5 Working Days of becoming aware of that fact, give notice in writing to the Customer;  
and

2.3.2 the Customer may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of receipt of the notification by the Supplier and/or any Notified Sub-Contractor, or take such other reasonable steps as the Customer considers appropriate to deal with the matter provided always that such steps are in compliance with Law.

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2.4 If an offer referred to in Paragraph 2.3.2 is accepted, or if the situation has otherwise been resolved by the Customer, the Supplier shall, or shall procure that the Notified Sub-Contractor shall, immediately release the person from his/her employment or alleged employment.

2.5 If by the end of the 15 Working Day period specified in Paragraph 2.3.2:

2.5.1 no such offer of employment has been made;

2.5.2 such offer has been made but not accepted; or 2.5.3 the situation has not otherwise been resolved, the Supplier and/or any Notified Sub-Contractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person.

2.6 Subject to the Supplier and/or any Notified Sub-Contractor acting in accordance with the provisions of Paragraphs 2.3 to 2.5 and in accordance with all applicable proper employment procedures set out in applicable Law, the Customer shall indemnify the Supplier and/or any Notified Sub-Contractor (as appropriate) against all Employee Liabilities arising out of the termination pursuant to the provisions of Paragraph 2.5 provided that the Supplier takes, or procures that the Notified Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.7 The indemnity in Paragraph 2.6:

2.7.1 shall not apply to:

(a) any claim for:

(i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or

(ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees, in any case in relation to any alleged act or omission of the Supplier and/or any Sub-Contractor; or

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

2.7.2 shall apply only where the notification referred to in Paragraph 2.3.1 is made by the Supplier and/or any Notified Sub-Contractor (as appropriate) to the Customer within 6 months of the Call Off Commencement Date.

2.8 If any such person as is referred to in Paragraph 2.3 is neither re-employed by the Customer nor dismissed by the Supplier and/or any Notified Sub-Contractor within the time scales set out in Paragraph 2.5 such person shall be treated as having transferred to the Supplier and/or any Notified Sub-Contractor and the Supplier shall, or shall procure that the Notified Sub-Contractor shall, comply with such obligations as may be imposed upon it under applicable Law.

### 3. SUPPLIER INDEMNITIES AND OBLIGATIONS

3.1 Subject to Paragraph 3.2 the Supplier shall indemnify the Customer against any Employee Liabilities in respect of any Transferring Customer Employee (or, where applicable any employee representative as defined in the Employment Regulations) arising from or as a result of:

3.1.1 any act or omission by the Supplier or any Sub-Contractor whether occurring before, on or after the Relevant Transfer Date;

3.1.2 the breach or non-observance by the Supplier or any Sub-Contractor on or after the Relevant Transfer Date of:

(a) any collective agreement applicable to the Transferring Customer

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Employees; and/or

- (b) any custom or practice in respect of any Transferring Customer Employees which the Supplier or any Sub-Contractor is contractually bound to honour;
  - 3.1.3 any claim by any trade union or other body or person representing any Transferring Customer Employees arising from or connected with any failure by the Supplier or any Sub-Contractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;
  - 3.1.4 any proposal by the Supplier or a Sub-contractor made before the Relevant Transfer Date to make changes to the terms and conditions of employment or working conditions of any Transferring Customer Employees to their material detriment on or after their transfer to the Supplier or the relevant Sub-Contractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Customer Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;
  - 3.1.5 any statement communicated to or action undertaken by the Supplier or any Sub Contractor to, or in respect of, any Transferring Customer Employee before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Customer in writing;
  - 3.1.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
    - (a) in relation to any Transferring Customer Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date; and
    - (b) in relation to any employee who is not a Transferring Customer Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Customer to the Supplier or a Sub-Contractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date;
  - 3.1.7 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 Customer Employees in respect of the period from (and including) the Relevant Transfer Date; and
  - 3.1.8 any claim made by or in respect of a Transferring Customer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Customer Employee relating to any act or omission of the Supplier or any Sub-Contractor in relation to their obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the Customer's failure to comply with its obligations under regulation 13 of the Employment Regulations.
- 3.2 The indemnities in Paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Customer whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Customer's failure to comply with its obligations under the Employment Regulations.

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3.3 The Supplier shall comply, and shall procure that each Sub-Contractor shall comply, with all its obligations under the Employment Regulations (including its obligation to inform and consult in accordance with regulation 13 of the Employment Regulations) and shall perform and discharge, and shall procure that each Sub-Contractor shall perform and discharge, all its obligations in respect of the Transferring Customer Employees, from (and including) the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period from and including the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between the Customer and the Supplier.

### 4. INFORMATION

The Supplier shall, and shall procure that each Sub-Contractor shall, promptly provide to the Customer in writing such information as is necessary to enable the Customer to carry out its duties under regulation 13 of the Employment Regulations. The Customer shall promptly provide to the Supplier and each Notified Sub-Contractor in writing such information as is necessary to enable the Supplier and each Notified Sub-Contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

### 5. PRINCIPLES OF GOOD EMPLOYMENT PRACTICE

5.1 The Parties agree that the Principles of Good Employment Practice issued by the Cabinet Office in December 2010 apply to the treatment by the Supplier of employees whose employment begins after the Relevant Transfer Date, and the Supplier undertakes to treat such employees in accordance with the provisions of the Principles of Good Employment Practice.

5.2 The Supplier shall, and shall procure that each Sub-Contractor shall, comply with any requirement notified to it by the Customer relating to pensions in respect of any Transferring Customer Employee as set down in: 5.2.1 the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007;

5.2.2 HM Treasury's guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions of 1999;

5.2.3 HM Treasury's guidance "Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004; and/or

5.2.4 the New Fair Deal.

5.3 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraphs 5.1 or 5.2 shall be agreed in accordance with the Variation Procedure.

### 6. PENSIONS

The Supplier shall, and shall procure that each of its Sub-Contractors shall, comply with the pensions provisions in the following Annex.

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**ANNEX TO PART A: PENSIONS**

**1. PARTICIPATION**

1.1 The Supplier undertakes to enter into the Admission Agreement.

1.2 The Supplier and the Customer:

1.2.1 undertake to do all such things and execute any documents (including the Admission Agreement) as may be required to enable the Supplier to participate in the Schemes in respect of the Fair Deal Employees;

1.2.2 agree that the Customer is entitled to make arrangements with the body responsible for the Schemes for the Customer to be notified if the Supplier breaches the Admission Agreement;

1.2.3 notwithstanding Paragraph 1.2.2 of this Annex, the Supplier shall notify the Customer in the event that it breaches the Admission Agreement; and

1.2.4 agree that the Customer may terminate this Call Off Contract for material default in the event that the Supplier breaches the Admission Agreement.

1.3 The Supplier shall bear its own costs and all costs that the Customer reasonably incurs in connection with the negotiation, preparation and execution of documents to facilitate the Supplier participating in the Schemes.

**2. FUTURE SERVICE BENEFITS**

2.1 The Supplier shall procure that the Fair Deal Employees, shall be either admitted into, or offered continued membership of, the relevant section of the Schemes that they currently contribute to, or were eligible to join immediately prior to the Relevant Transfer Date and the Supplier shall procure that the Fair Deal Employees continue to accrue benefits in accordance with the provisions governing the relevant section of Schemes for service from (and including) the Relevant Transfer Date.

2.2 The Supplier undertakes that should it cease to participate in the Schemes for whatever reason at a time when it has Eligible Employees, that it will, at no extra cost to the Customer, provide to any Fair Deal Employee who immediately prior to such cessation remained an Eligible Employee with access to an occupational pension scheme certified by the Government Actuary's Department or any actuary nominated by the Customer in accordance with relevant guidance produced by the Government Actuary's Department as providing benefits which are broadly comparable to those provided by the Schemes at the relevant date.

2.3 The Parties acknowledge that the Civil Service Compensation Scheme and the Civil Service Injury Benefit Scheme (established pursuant to section 1 of the Superannuation Act 1972) are not covered by the protection of New Fair Deal.

**3. FUNDING**

3.1 The Supplier undertakes to pay to the Schemes all such amounts as are due under the Admission Agreement and shall deduct and pay to the Schemes such employee contributions as are required by the Schemes.

3.2 The Supplier shall indemnify and keep indemnified the Customer on demand against any claim by, payment to, or loss incurred by, the Schemes in respect of the failure to account to the Schemes for payments received and the non-payment or the late payment of any sum payable by the Supplier to or in respect of the Schemes.

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### 4. PROVISION OF INFORMATION

The Supplier and the Customer respectively undertake to each other:

- 4.1 to provide all information which the other Party may reasonably request concerning matters referred to in this Annex and set out in the Admission Agreement, and to supply the information as expeditiously as possible; and
- 4.2 not to issue any announcements to the Fair Deal Employees prior to the Relevant Transfer Date concerning the matters stated in this Annex without the consent in writing of the other Party (not to be unreasonably withheld or delayed).

### 5. INDEMNITY

The Supplier undertakes to the Customer to indemnify and keep indemnified the Customer on demand from and against all and any Losses whatsoever arising out of or in connection with any liability towards the Fair Deal Employees arising in respect of service on or after the Relevant Transfer Date which relate to the payment of benefits under an occupational pension scheme (within the meaning provided for in section 1 of the Pension Schemes Act 1993) or the Schemes.

### 6. EMPLOYER OBLIGATION

The Supplier shall comply with the requirements of the Pensions Act 2008 and the Transfer of Employment (Pension Protection) Regulations 2005.

### 7. SUBSEQUENT TRANSFERS

The Supplier shall:

- 7.1 not adversely affect pension rights accrued by any Fair Deal Employee in the period ending on the date of the relevant future transfer;
- 7.2 provide all such co-operation and assistance as the Schemes and the Replacement Supplier and/or the Customer may reasonably require to enable the Replacement Supplier to participate in the Schemes in respect of any Eligible Employee and to give effect to any transfer of accrued rights required as part of participation under New Fair Deal; and
- 7.3 for the period either:
  - 7.3.1 after notice (for whatever reason) is given, in accordance with the other provisions of this Call Off Contract, to terminate the Agreement or any part of the Services; or
  - 7.3.2 after the date which is two (2) years prior to the date of expiry of this Call Off Contract, ensure that no change is made to pension, retirement and death benefits provided for or in respect of any person who will transfer to the Replacement Supplier or the Customer, no category of earnings which were not previously pensionable are made pensionable and the contributions (if any) payable by such employees are not reduced without (in any case) the prior approval of the Customer (such approval not to be unreasonably withheld). Save that this subparagraph shall not apply to any change made as a consequence of participation in an Admission Agreement.

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PART B

**TRANSFERRING FORMER SUPPLIER EMPLOYEES AT COMMENCEMENT OF SERVICES 1.**

**RELEVANT TRANSFERS**

1.1 The Customer and the Supplier agree that:

1.1.1 the commencement of the provision of the Services or of any relevant part of the Services will be a Relevant Transfer in relation to the Transferring Former Supplier Employees; and

1.1.2 as a result of the operation of the Employment Regulations, the contracts of employment between each Former Supplier and the Transferring Former Supplier Employees (except in relation to any terms disapplied through the operation of regulation 10(2) of the Employment Regulations) shall have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or Notified Sub Contractor and each such Transferring Former Supplier Employee.

1.2 Subject to Paragraph 6, the Customer shall procure that each Former Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of all the Transferring Former Supplier Employees in respect of the period up to (but not including) the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part in respect of the period up to (but not including) the Relevant Transfer Date) and the Supplier shall make, and the Customer shall procure that each Former Supplier makes, any necessary apportionments in respect of any periodic payments.

**2. FORMER SUPPLIER INDEMNITIES**

2.1 Subject to Paragraphs 2.2 and 6, the Customer shall procure that each Former Supplier shall indemnify the Supplier and any Notified Sub-Contractor against any Employee Liabilities in respect of any Transferring Former Supplier Employee (or, where applicable any employee representative as defined in the Employment Regulations) arising from or as a result of:

2.1.1 any act or omission by the Former Supplier arising before the Relevant Transfer Date;

2.1.2 the breach or non-observance by the Former Supplier arising before the Relevant Transfer Date of:

(a) any collective agreement applicable to the Transferring Former Supplier Employees; and/or

(b) any custom or practice in respect of any Transferring Former Supplier Employees which the Former Supplier is contractually bound to honour;

2.1.3 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

(a) in relation to any Transferring Former Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date; and

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- (b) in relation to any employee who is not a Transferring Former Supplier Employee and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Former Supplier to the Supplier and/or any Notified Sub-Contractor as appropriate, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations in respect of the period to (but excluding) the Relevant Transfer Date;
- 2.1.4 a failure of the Former Supplier to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Supplier Employees in respect of the period to (but excluding) the Relevant Transfer Date;
- 2.1.5 any claim made by or in respect of any person employed or formerly employed by the Former Supplier other than a Transferring Former Supplier Employee for whom it is alleged the Supplier and/or any Notified Sub-Contractor as appropriate may be liable by virtue of this Call Off Contract and/or the Employment Regulations and/or the Acquired Rights Directive; and 2.1.6 any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee relating to any act or omission of the Former Supplier 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 Supplier or any Sub-Contractor to comply with regulation 13(4) of the Employment Regulations.
- 2.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Sub-Contractor whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities:
- 2.2.1 arising out of the resignation of any Transferring Former Supplier Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Supplier or any Sub-Contractor to occur in the period from (and including) the Relevant Transfer Date; or
- 2.2.2 arising from the failure by the Supplier and/or any Sub-Contractor to comply with its obligations under the Employment Regulations.
- 2.3 If any person who is not identified by the Customer as a Transferring Former Supplier Employee claims, or it is determined in relation to any person who is not identified by the Customer as a Transferring Former Supplier Employee, that his/her contract of employment has been transferred from a Former Supplier to the Supplier and/or any Notified Sub-Contractor pursuant to the Employment Regulations or the Acquired Rights Directive then:
- 2.3.1 the Supplier shall, or shall procure that the Notified Sub-Contractor shall, within 5 Working Days of becoming aware of that fact, give notice in writing to the Customer and, where required by the Customer, to the Former Supplier; and
- 2.3.2 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 and/or the Notified Sub-Contractor or take such other reasonable steps as the Former Supplier considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.
- 2.4 If an offer referred to in Paragraph 2.3.2 is accepted, or if the situation has otherwise been resolved by the Former Supplier and/or the Customer, the Supplier shall, or shall procure that the Notified

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Sub-Contractor shall, immediately release the person from his/her employment or alleged employment.

2.5 If by the end of the 15 Working Day period specified in Paragraph 2.3.2:

2.5.1 no such offer of employment has been made;

2.5.2 such offer has been made but not accepted; or

2.5.3 the situation has not otherwise been resolved, the Supplier and/or any Notified Sub-Contractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person.

2.6 Subject to the Supplier and/or any Notified Sub-Contractor acting in accordance with the provisions of Paragraphs 2.3 to 2.5 and in accordance with all applicable proper employment procedures set out in Law, the Customer shall procure that the Former Supplier indemnifies the Supplier and/or any Notified Sub-Contractor (as appropriate) against all Employee Liabilities arising out of the termination pursuant to the provisions of Paragraph 2.5 provided that the Supplier takes, or shall procure that the Notified Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.7 The indemnity in Paragraph 2.6:

2.7.1 shall not apply to:

(a) any claim for:

- (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
- (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees, in any case in relation to any alleged act or omission of the Supplier and/or any Sub-Contractor; or

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

2.7.2 shall apply only where the notification referred to in Paragraph 2.3.1 is made by the Supplier and/or any Notified Sub-Contractor (as appropriate) to the Customer and, if applicable, the Former Supplier, within 6 months of the Call Off Commencement Date.

2.8 If any such person as is described in Paragraph 2.3 is neither re-employed by the Former Supplier nor dismissed by the Supplier and/or any Notified Sub-Contractor within the time scales set out in Paragraph 2.5, such person shall be treated as having transferred to the Supplier or Notified Sub-Contractor and the Supplier shall, or shall procure that the Notified Sub-Contractor shall, comply with such obligations as may be imposed upon it under the Law.

### 3. SUPPLIER INDEMNITIES AND OBLIGATIONS

3.1 Subject to Paragraph 3.2, the Supplier shall indemnify the Customer and/or the Former Supplier against any Employee Liabilities in respect of any Transferring Former Supplier Employee (or, where applicable any employee representative as defined in the Employment Regulations) arising from or as a result of:

3.1.1 any act or omission by the Supplier or any Sub-Contractor whether occurring before, on or after the Relevant Transfer Date;

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- 3.1.2 the breach or non-observance by the Supplier or any Sub-Contractor on or after the Relevant Transfer Date of:
- (a) any collective agreement applicable to the Transferring Former Supplier Employee; and/or
  - (b) any custom or practice in respect of any Transferring Former Supplier Employees which the Supplier or any Sub-Contractor is contractually bound to honour;
- 3.1.3 any claim by any trade union or other body or person representing any Transferring Former 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 after the Relevant Transfer Date;
- 3.1.4 any proposal by the Supplier or a Sub-Contractor prior to the Relevant Transfer Date to make changes to the terms and conditions of employment or working conditions of any Transferring Former Supplier Employees to their material detriment on or after their transfer to the Supplier or a Sub-Contractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Former Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;
- 3.1.5 any statement communicated to or action undertaken by the Supplier or a Sub Contractor to, or in respect of, any Transferring Former Supplier Employee before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Customer and/or the Former Supplier in writing;
- 3.1.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
- (a) in relation to any Transferring Former Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date; and
  - (b) in relation to any employee who is not a Transferring Former Supplier Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Former Supplier to the Supplier or a Sub Contractor, to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date;
- 3.1.7 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 Former Supplier Employees in respect of the period from (and including) the Relevant Transfer Date; and
- 3.1.8 any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee relating to any act or omission of the Supplier or any Sub-Contractor in relation to obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the Former Supplier's failure to comply with its obligations under regulation 13 of the Employment Regulations.

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3.2 The indemnities in Paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Former Supplier whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Former Supplier's failure to comply with its obligations under the Employment Regulations.

3.3 The Supplier shall comply, and shall procure that each Sub-Contractor shall comply, with all its obligations under the Employment Regulations (including without limitation its obligation to inform and consult in accordance with regulation 13 of 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 all the Transferring Former Supplier Employees, on and from the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period from (and including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between the Supplier and the Former Supplier.

### 4. INFORMATION

The Supplier shall, and shall procure that each Sub-Contractor shall, promptly provide to the Customer and/or at the Customer's direction, the Former Supplier, in writing such information as is necessary to enable the Customer and/or the Former Supplier to carry out their respective duties under regulation 13 of the Employment Regulations. Subject to Paragraph 6, the Customer shall procure that the Former Supplier shall promptly provide to the Supplier and each Notified Sub-Contractor in writing such information as is necessary to enable the Supplier and each Notified Sub-Contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

### 5. PRINCIPLES OF GOOD EMPLOYMENT PRACTICE

5.1 The Supplier shall, and shall procure that each Sub-Contractor shall, comply with any requirement notified to it by the Customer relating to pensions in respect of any Transferring Former Supplier Employee as set down in: 5.1.1 the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007;

5.1.2 HM Treasury's guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions of 1999;

5.1.3 HM Treasury's guidance: "Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004; and/or

5.1.4 the New Fair Deal.

5.2 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraph 5.1 shall be agreed in accordance with the Variation Procedure.

### 6. PROCUREMENT OBLIGATIONS

Notwithstanding any other provisions of this Part B, where in this Part B the Customer 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 Customer's contract with the Former Supplier contains a contractual right in that regard which the Customer may enforce, or otherwise so that it requires only that the Customer must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

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### 7. PENSIONS

The Supplier shall, and shall procure that each Sub-Contractor shall, comply with the pensions provisions in the following Annex in respect of any Transferring Former Supplier Employees who transfer from the Former Supplier to the Supplier.

#### ANNEX TO PART B: PENSIONS

##### 1. PARTICIPATION

1.1 The Supplier undertakes to enter into the Admission Agreement.

1.2 The Supplier and the Customer:

1.2.1 undertake to do all such things and execute any documents (including the Admission Agreement) as may be required to enable the Supplier to participate in the Schemes in respect of the Fair Deal Employees;

1.2.2 agree that the Customer is entitled to make arrangements with the body responsible for the Schemes for the Customer to be notified if the Supplier breaches the Admission Agreement;

1.2.3 notwithstanding Paragraph 1.2.2 of this Annex, the Supplier shall notify the Customer in the event that it breaches the Admission Agreement; and

1.2.4 agree that the Customer may terminate this Call Off Contract for material default in the event that the Supplier breaches the Admission Agreement.

1.3 The Supplier shall bear its own costs and all costs that the Customer reasonably incurs in connection with the negotiation, preparation and execution of documents to facilitate the Supplier participating in the Schemes.

##### 2. FUTURE SERVICE BENEFITS

2.1 If the Supplier is rejoining the Schemes for the first time, the Supplier shall procure that the Fair Deal Employees shall be either admitted to or offered continued membership of the relevant section of the Schemes that they became eligible to join on the Relevant Transfer Date and shall continue to accrue or accrue benefits in accordance with the provisions governing the relevant section of the Schemes for service from (and including) the Relevant Transfer Date.

2.2 If staff have already been readmitted to the Schemes, the Supplier shall procure that the Fair Deal Employees, shall be either admitted into, or offered continued membership of, the relevant section of the Schemes that they currently contribute to, or were eligible to join immediately prior to the Relevant Transfer Date and the Supplier shall procure that the Fair Deal Employees continue to accrue benefits in accordance with the provisions governing the relevant section of the Schemes for service from (and including) the Relevant Transfer Date.

2.3 The Supplier undertakes that should it cease to participate in the Schemes for whatever reason at a time when it has Eligible Employees, that it will, at no extra cost to the Customer, provide to any Fair Deal Employee who immediately prior to such cessation remained an Eligible Employee with access to an occupational pension scheme certified by the Government Actuary's Department or any actuary nominated by the Customer in accordance with relevant guidance produced by the Government Actuary's Department as providing benefits which are broadly comparable to those provided by the Schemes at the relevant date.

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2.4 The Parties acknowledge that the Civil Service Compensation Scheme and the Civil Service Injury Benefit Scheme (established pursuant to section 1 of the Superannuation Act 1972) are not covered by the protection of New Fair Deal.

### 3. FUNDING

3.1 The Supplier undertakes to pay to the Schemes all such amounts as are due under the Admission Agreement and shall deduct and pay to the Schemes such employee contributions as are required by the Schemes.

3.2 The Supplier shall indemnify and keep indemnified the Customer on demand against any claim by, payment to, or loss incurred by the Schemes in respect of the failure to account to the Schemes for payments received and the non-payment or the late payment of any sum payable by the Supplier to or in respect of the Schemes.

### 4. PROVISION OF INFORMATION

The Supplier and the Customer respectively undertake to each other:

4.1 to provide all information which the other Party may reasonably request concerning matters (i) referred to in this Annex and (ii) set out in the Admission Agreement, and to supply the information as expeditiously as possible; and

4.2 not to issue any announcements to the Fair Deal Employees prior to the Relevant Transfer Date concerning the matters stated in this Annex without the consent in writing of the other Party (not to be unreasonably withheld or delayed).

### 5. INDEMNITY

The Supplier undertakes to the Customer to indemnify and keep indemnified the Customer on demand from and against all and any Losses whatsoever arising out of or in connection with any liability towards the Fair Deal Employees arising in respect of service on or after the Relevant Transfer Date which relate to the payment of benefits under an occupational pension scheme (within the meaning provided for in section 1 of the Pension Schemes Act 1993) or the Schemes.

### 6. EMPLOYER OBLIGATION

The Supplier shall comply with the requirements of the Pensions Act 2008 and the Transfer of Employment (Pension Protection) Regulations 2005.

### 7. SUBSEQUENT TRANSFERS

The Supplier shall:

7.1 not adversely affect pension rights accrued by any Fair Deal Employee in the period ending on the date of the relevant future transfer;

7.2 provide all such co-operation and assistance as the Schemes and the Replacement Supplier and/or the Customer may reasonably require to enable the Replacement Supplier to participate in the Schemes in respect of any Eligible Employee and to give effect to any transfer of accrued rights required as part of participation under the New Fair Deal; and

7.3 for the period either

7.3.1 after notice (for whatever reason) is given, in accordance with the other provisions of this Call Off Contract, to terminate the Agreement or any part of the Services; or

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7.3.2 after the date which is two (2) years prior to the date of expiry of this Call Off Contract, ensure that no change is made to pension, retirement and death benefits provided for or in respect of any person who will transfer to the Replacement Supplier or the Customer, no category of earnings which were not previously pensionable are made pensionable and the contributions (if any) payable by such employees are not reduced without (in any case) the prior approval of the Customer (such approval not to be unreasonably withheld). Save that this subparagraph shall not apply to any change made as a consequence of participation in an Admission Agreement.

### PART C

#### NO TRANSFER OF EMPLOYEES AT COMMENCEMENT OF SERVICES

##### 1. PROCEDURE IN THE EVENT OF TRANSFER

1.1 The Customer 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 Customer and/or any Former Supplier.

1.2 If any employee of the Customer and/or a Former Supplier claims, or it is determined in relation to any employee of the Customer and/or a Former Supplier, that his/her contract of employment has been transferred from the Customer and/or the Former Supplier to the Supplier and/or any Sub-Contractor pursuant to the Employment Regulations or the Acquired Rights Directive then:

1.2.1 the Supplier shall, and shall procure that the relevant Sub-Contractor shall, within five (5) Working Days of becoming aware of that fact, give notice in writing to the Customer and, where required by the Customer, give notice to the Former Supplier; and

1.2.2 the Customer and/or the Former Supplier may offer (or may procure that a third party may offer) employment to such person within fifteen (15) Working Days of the notification by the Supplier or the Sub-Contractor (as appropriate) or take such other reasonable steps as the Customer 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 1.2.2 is accepted (or if the situation has otherwise been resolved by the Customer and/or the Former Supplier), the Supplier shall, or shall procure that the Sub-Contractor shall, immediately release the person from his/her employment or alleged employment.

1.4 If by the end of the fifteen (15) Working Day period specified in Paragraph 1.2.2:

1.4.1 no such offer of employment has been made;

1.4.2 such offer has been made but not accepted;

or 1.4.3 the situation has not otherwise been

resolved,

the Supplier and/or the Sub-Contractor may within five (5) Working Days give notice to terminate the employment or alleged employment of such person.

##### 2. INDEMNITIES

2.1 Subject to the Supplier and/or the relevant Sub-Contractor acting in accordance with the provisions of Paragraphs 1.2 to 1.4 and in accordance with all applicable employment procedures set out in applicable Law and subject also to Paragraph 2.4, the Customer shall:

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- 2.1.1 indemnify the Supplier and/or the relevant Sub-Contractor against all Employee Liabilities arising out of the termination of the employment of any employees of the Customer 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
- 2.1.2 subject to paragraph 3, 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 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 Customer and/or the Former Supplier as appropriate nor dismissed by the Supplier and/or any Sub-Contractor within the fifteen (15) Working Day period referred to in Paragraph 1.4 such person shall be treated as having transferred to the Supplier and/or the Sub-Contractor (as appropriate) and the Supplier shall, or shall procure that the Sub-Contractor shall, comply with such obligations as may be imposed upon it under Law.
- 2.3 Where any person remains employed by the Supplier and/or any Sub-Contractor pursuant to Paragraph 2.2, all Employee Liabilities in relation to such employee shall remain with the Supplier and/or the Sub-Contractor and the Supplier shall indemnify the Customer and any Former Supplier, and shall procure that the Sub-Contractor shall indemnify the Customer and any Former Supplier, against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Sub-Contractor.
- 2.4 The indemnities in Paragraph 2.1:
- 2.4.1 shall not apply to:
- (a) any claim for:
- (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
- (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,  
in any case in relation to any alleged act or omission of the Supplier and/or any Sub-Contractor; or
- (b) any claim that the termination of employment was unfair because the Supplier and/or any Sub-Contractor neglected to follow a fair dismissal procedure; and
- 2.4.2 shall apply only where the notification referred to in Paragraph 1.2.1 is made by the Supplier and/or any Sub-Contractor to the Customer and, if applicable, Former Supplier within 6 months of the Call Off Commencement Date.

### 3. PROCUREMENT OBLIGATIONS

Where in this Part C the Customer 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 Customer's contract with the Former Supplier contains a contractual right in that regard which the Customer may enforce, or otherwise so that it requires only that the Customer must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

## PART D

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**EMPLOYMENT EXIT PROVISIONS**

**1. PRE-SERVICE TRANSFER OBLIGATIONS**

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

1.1.1 receipt of a notification from the Customer of a Service Transfer or intended Service Transfer;

1.1.2 receipt of the giving of notice of early termination or any Partial Termination of this Call Off Contract;

1.1.3 the date which is twelve (12) months before the end of the Term; and

1.1.4 receipt of a written request of the Customer at any time (provided that the Customer shall only be entitled to make one such request in any six (6) month period), it shall provide in a suitably anonymised format so as to comply with the DPA, the Supplier's Provisional Supplier Personnel List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Personnel List and it shall provide an updated Supplier's Provisional Supplier Personnel List at such intervals as are reasonably requested by the Customer.

1.2 At least thirty (30) Working Days prior to the Service Transfer Date, the Supplier shall provide to the Customer or at the direction of the Customer to any Replacement Supplier and/or any Replacement Sub-Contractor:

1.2.1 the Supplier's Final Supplier Personnel List, which shall identify which of the Supplier Personnel are Transferring Supplier Employees; and

1.2.2 the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).

1.3 The Customer 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 Customer, 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, the Supplier agrees, that it shall not, and agrees to procure that each Sub-Contractor shall not, assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall not without the approval of the Customer (not to be unreasonably withheld or delayed):

1.5.1 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;

1.5.2 make, promise, propose or permit any material changes to the terms and conditions of employment of the Supplier Personnel (including any payments connected with the termination of employment);

1.5.3 increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Personnel save for fulfilling assignments and projects previously scheduled and agreed;

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- 1.5.4 introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List; 1.5.5 increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services); or
- 1.5.6 terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process, and shall promptly notify, and procure that each Sub-Contractor shall promptly notify, the Customer or, at the direction of the Customer, 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 Customer any information the Customer may reasonably require relating to the manner in which Services are organised, which shall include:
- 1.6.1 the numbers of employees engaged in providing the Services;
  - 1.6.2 the percentage of time spent by each employee engaged in providing the Services; and
  - 1.6.3 a description of the nature of the work undertaken by each employee by location.
- 1.7 The Supplier shall provide, and shall procure that each Sub-Contractor shall provide, all reasonable cooperation and assistance to the Customer, 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 five (5) Working Days following the Service Transfer Date, the Supplier shall provide, and shall procure that each Sub-Contractor shall provide, to the Customer or, at the direction of the Customer, 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:
- 1.7.1 the most recent month's copy pay slip data;
  - 1.7.2 details of cumulative pay for tax and pension purposes;
  - 1.7.3 details of cumulative tax paid;
  - 1.7.4 tax code;
  - 1.7.5 details of any voluntary deductions from pay; and
  - 1.7.6 bank/building society account details for payroll purposes.

## 2. EMPLOYMENT REGULATIONS EXIT PROVISIONS

- 2.1 The Customer 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 Call Off 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

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constitute a Relevant Transfer to which the Employment Regulations and/or the Acquired Rights Directive will apply. The Customer 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 disappplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement 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 (but not including) the Service Transfer Date and shall perform and discharge, and procure that each Sub-Contractor shall perform and discharge, all its obligations in respect of all the Transferring Supplier Employees arising in respect of the period up to (and including) the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the Sub-Contractor (as appropriate); and (ii) the Replacement Supplier and/or Replacement Sub-Contractor.
- 2.3 Subject to Paragraph 2.4, where a Relevant Transfer occurs the Supplier shall indemnify the Customer and/or the Replacement Supplier and/or any Replacement Sub-Contractor against any Employee Liabilities in respect of any Transferring Supplier Employee (or, where applicable any employee representative as defined in the Employment Regulations) arising from or as a result of:
- 2.3.1 any act or omission of the Supplier or any Sub-Contractor whether occurring before, on or after the Service Transfer Date;
  - 2.3.2 the breach or non-observance by the Supplier or any Sub-Contractor occurring on or before the Service Transfer Date of:
    - (a) any collective agreement applicable to the Transferring Supplier Employees; and/or
    - (b) any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees which the Supplier or any Sub-Contractor is contractually bound to honour;
  - 2.3.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Supplier or a Sub-Contractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;
  - 2.3.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
    - (a) in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and before the Service Transfer Date; and
    - (b) in relation to any employee who is not a Transferring Supplier Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier to the Customer and/or Replacement Supplier and/or any Replacement Sub-Contractor, to the extent that the proceeding, claim or demand by HMRC or

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

- 2.3.5 a failure of the Supplier or any Sub-Contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period up to (and including) the Service Transfer Date);
- 2.3.6 any claim made by or in respect of any person employed or formerly employed by the Supplier or any Sub-Contractor other than a Transferring Supplier Employee for whom it is alleged the Customer and/or the Replacement Supplier and/or any Replacement Sub-Contractor may be liable by virtue of this Call Off Contract and/or the Employment Regulations and/or the Acquired Rights Directive; and 2.3.7 any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Supplier or any Sub-Contractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Customer 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:
- 2.4.1 arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement Supplier and/or any Replacement Sub-Contractor to occur in the period on or after the Service Transfer Date; or 2.4.2 arising from the Replacement Supplier's failure, and/or Replacement Sub-Contractor's failure, to comply with its obligations under the Employment Regulations.
- 2.5 If any person who is not a Transferring Supplier Employee claims, or it is determined in relation to any person who is not a Transferring Supplier Employee, that his/her contract of employment has been transferred from the Supplier or any Sub-Contractor to the Replacement Supplier and/or Replacement Sub-Contractor pursuant to the Employment Regulations or the Acquired Rights Directive, then:
- 2.5.1 the Customer shall procure that the Replacement Supplier shall, or any Replacement Sub-Contractor shall, within five (5) Working Days of becoming aware of that fact, give notice in writing to the Supplier; and
- 2.5.2 the Supplier may offer (or may procure that a Sub-Contractor may offer) employment to such person within fifteen (15) Working Days of the notification by the Replacement Supplier and/or any and/or 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 Customer 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 fifteen (15) Working Day period specified in Paragraph 2.5.2 has elapsed:

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- 2.7.1 no such offer of employment has been made;
- 2.7.2 such offer has been made but not accepted;
- or 2.7.3 the situation has not otherwise been resolved

the Customer shall advise the Replacement Supplier and/or Replacement Sub-Contractor, as appropriate that it may within five (5) Working Days give notice to terminate the employment or alleged employment of such person.

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

2.9 The indemnity in Paragraph 2.8:

2.9.1 shall not apply to:

- (a) any claim for:
  - (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
  - (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees, in any case in relation to any alleged act or omission of the Replacement Supplier and/or Replacement Sub-Contractor; or
- (b) 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

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

2.10 If any such person as is described in Paragraph 2.5 is neither re-employed by the Supplier or any Sub-Contractor nor dismissed by the Replacement Supplier and/or 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 and the Replacement Supplier and/or Replacement Sub-Contractor shall comply with such obligations as may be imposed upon it under applicable Law.

2.11 The Supplier shall comply, and shall procure that each Sub-Contractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Sub-Contractor shall perform and discharge, all its obligations in respect of the Transferring Supplier Employees before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:

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

2.11.2 the Replacement Supplier and/or the Replacement Sub-Contractor.

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- 2.12 The Supplier shall, and shall procure that each Sub-Contractor shall, promptly provide to the Customer and any Replacement Supplier and/or Replacement Sub-Contractor, in writing such information as is necessary to enable the Customer, the Replacement Supplier and/or Replacement Sub-Contractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Customer 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, where a Relevant Transfer occurs the Customer 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 in respect of each Transferring Supplier Employee (or, where applicable any employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee) arising from or as a result of:
- 2.13.1 any act or omission of the Replacement Supplier and/or Replacement Sub-Contractor;
  - 2.13.2 the breach or non-observance by the Replacement Supplier and/or Replacement Sub-Contractor on or after the Service Transfer Date of:
    - (a) any collective agreement applicable to the Transferring Supplier Employees; and/or
    - (b) any custom or practice in respect of any Transferring Supplier Employees which the Replacement Supplier and/or Replacement Sub-Contractor is contractually bound to honour;
  - 2.13.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Replacement Supplier and/or Replacement Sub-Contractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;
  - 2.13.4 any proposal by the Replacement Supplier and/or Replacement Sub-Contractor to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees on or after their transfer to the Replacement Supplier or Replacement Sub-Contractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;
  - 2.13.5 any statement communicated to or action undertaken by the Replacement Supplier or Replacement Sub-Contractor to, or in respect of, any Transferring Supplier Employee on or before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing;
  - 2.13.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
    - (a) in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date; and
    - (b) in relation to any employee who is not a Transferring Supplier Employee, and in respect of whom it is later alleged or determined that the

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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 demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date;

2.13.7 a failure of the Replacement Supplier or 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 in respect of the period from (and including) the Service Transfer Date; and

2.13.8 any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Replacement Supplier or 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 Relevant Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Sub Contractor (as applicable) to comply with its obligations under the Employment Regulations.

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**ANNEX TO SCHEDULE 10: LIST OF NOTIFIED SUB-CONTRACTORS**

Partner 1 – Family Lives

Company information	
Full name of the potential supplier submitting the information	Family Lives
Registered office address (if applicable)	15-17 The Broadway, Hatfield, Herts, AL9 5HZ
Registered website address (if applicable)	www.familylives.org.uk
Trading status	Reg Charity/Company Limited by Guarantee
If 'other', please specify your trading status	
Date of registration in country of origin	2nd Aug 1999
Company registration number (if applicable)	3817762
Charity registration number (if applicable)	1077722
Head office DUNS number (if applicable)	23-825-7674
Registered VAT number	751882411

Legal Signatory/Lead person

Contact name	<b>REDACTED</b>
Name of organisation	Family Lives
Role in organisation	Deputy CEO
Phone number	<b>REDACTED</b>
E-mail address	<b>REDACTED</b>
Postal address	15-17 The Broadway, Hatfield, Herts, AL9 5HZ

Partner 2 – Fluent Technology

Company information	
Full name of the potential supplier submitting the information	Fluent Technology
Registered office address (if applicable)	2 Rowan House Beechill Business Park 96 Beechill Road Belfast BT8 7QN
Registered website address (if applicable)	http://www.fluenttechnology.com/
Trading status	Company Limited
If 'other', please specify your trading status	
Date of registration in country of origin	26 April 2001
Company registration number (if applicable)	NI 40683
Charity registration number (if applicable)	N/A
Head office DUNS number (if applicable)	232380696
Registered VAT number	773 6812 02

Legal Signatory/Lead person

Contact name	<b>REDACTED</b>
Name of organisation	Fluent Technology

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Role in organisation	Operations Director
Phone number	REDACTED
E-mail address	REDACTED
Postal address	2 Rowan House Beechill Business Park 96 Beechill Road Belfast BT8 7QN

### CALL OFF SCHEDULE 11: DISPUTE RESOLUTION PROCEDURE

#### 1. DEFINITIONS

1.1 In this Call Off Schedule 11, the following definitions shall apply:

"CEDR"	the Centre for Effective Dispute Resolution of International Dispute Resolution Centre, 70 Fleet Street, London, EC4Y 1EU;
"Counter Notice"	has the meaning given to it in paragraph 6.2 of this Call Off Schedule 11;
"Exception"	a deviation of project tolerances in accordance with PRINCE2 methodology in respect of this Call Off Contract or in the supply of the Services;
"Expert"	the person appointed by the Parties in accordance with paragraph 5.2 of this Call Off Schedule 11; and
"Mediation Notice"	has the meaning given to it in paragraph 3.2 of this Call Off Schedule 11;
"Mediator"	the independent third party appointed in accordance with paragraph 4.2 of this Call Off Schedule 11.

#### 2. INTRODUCTION

2.1 If a Dispute arises then:

2.1.1 the representative of the Customer and the Supplier Representative shall attempt in good faith to resolve the Dispute; and

2.1.2 if such attempts are not successful within a reasonable time either Party may give to the other a Dispute Notice.

2.2 The Dispute Notice shall set out:

2.2.1 the material particulars of the Dispute;

2.2.2 the reasons why the Party serving the Dispute Notice believes that the Dispute has arisen; and

2.2.3 if the Party serving the Dispute Notice believes that the Dispute should be dealt with under the Expedited Dispute Timetable as set out in paragraph 2.6 of this Call Off Schedule 11, the reason why.

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- 2.3 Unless agreed otherwise in writing, the Parties shall continue to comply with their respective obligations under this Call Off Contract regardless of the nature of the Dispute and notwithstanding the referral of the Dispute to the Dispute Resolution Procedure.
- 2.4 Subject to paragraph 3.2 of this Call Off Schedule 11, the Parties shall seek to resolve Disputes:
- 2.4.1 first by commercial negotiation (as prescribed in paragraph 3 of this Call Off Schedule 11);
  - 2.4.2 then by mediation (as prescribed in paragraph 4 of this Call Off Schedule 11); and
  - 2.4.3 lastly by recourse to arbitration (as prescribed in paragraph 6 of this Call Off Schedule 11) or litigation (in accordance with Clause 57 of this Call Off Contract (Governing Law and Jurisdiction)).
- 2.5 Specific issues shall be referred to Expert Determination (as prescribed in paragraph 5 of this Call Off Schedule 11) where specified under the provisions of this Call Off Contract and may also be referred to Expert Determination where otherwise appropriate as specified in paragraph 5 of this Call Off Schedule 11.
- 2.6 In exceptional circumstances where the use of the times in this Call Off Schedule 11 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 of the Expedited Dispute Timetable within five (5) Working Days of the issue of the Dispute Notice, the use of the Expedited Dispute Timetable shall be at the sole discretion of the Customer.
- 2.7 If the use of the Expedited Dispute Timetable is determined in accordance with paragraph 2.5 or is otherwise specified under the provisions of this Call Off Contract, then the following periods of time shall apply in lieu of the time periods specified in the applicable paragraphs:
- 2.7.1 in paragraph 3.2.3, ten (10) Working Days; 2.7.2 in paragraph 4.2, ten (10) Working Days; 2.7.3 in paragraph 5.2, five (5) Working Days; and 2.7.4 in paragraph 6.2, ten (10) Working Days.
- 2.8 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. Any agreed extension shall have the effect of delaying the start of the subsequent stages by the period agreed in the extension.

### 3. COMMERCIAL NEGOTIATIONS

- 3.1 Following the service of a Dispute Notice, the Customer and the Supplier shall use reasonable endeavours to resolve the Dispute as soon as possible, by discussion between the Customer Representative and the Supplier Representative.
- 3.2 If:
- 3.2.1 either Party is of the reasonable opinion that the resolution of a Dispute by commercial negotiation, or the continuance of commercial negotiations, will not result in an appropriate solution;
  - 3.2.2 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 negotiations in accordance with this paragraph 3 of this Call Off Schedule 11; or
  - 3.2.3 the Parties have not settled the Dispute in accordance with paragraph 3.1 of this Call Off Schedule 11 within thirty (30) Working Days of service of the Dispute Notice,
- either Party may serve a written notice to proceed to mediation (a “**Mediation Notice**”) in accordance with paragraph 4 of this Call Off Schedule 11.

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### 4. MEDIATION

- 4.1 If a Mediation Notice is served, the Parties shall attempt to resolve the dispute in accordance with CEDR's Model Mediation Agreement which shall be deemed to be incorporated by reference into this Call Off Contract.
- 4.2 If the Parties are unable to agree on the joint appointment of a Mediator within thirty (30) Working Days from service of the Mediation Notice then either Party may apply to CEDR to nominate the Mediator.
- 4.3 If the Parties are unable to reach a settlement in the negotiations at the mediation, and only if the Parties so request and the Mediator agrees, the Mediator shall produce for the Parties a nonbinding 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.
- 4.4 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 Variation Procedure where appropriate). The Mediator shall assist the Parties in recording the outcome of the mediation.

### 5. EXPERT DETERMINATION

- 5.1 If a Dispute relates to any aspect of the technology underlying the provision of the Services or otherwise relates to a financial technical or other aspect of a technical nature (as the Parties may agree) and the Dispute has not been resolved by discussion or mediation, then either Party may request (which request will not be unreasonably withheld or delayed) by written notice to the other that the Dispute is referred to an Expert for determination.
- 5.2 The Expert shall be appointed by agreement in writing between the Parties, but in the event of a failure to agree within ten (10) Working Days, or if the person appointed is unable or unwilling to act, the Expert shall be appointed on the instructions of the relevant professional body.
- 5.3 The Expert shall act on the following basis:
  - 5.3.1 he/she shall act as an expert and not as an arbitrator and shall act fairly and impartially;
  - 5.3.2 the Expert's determination shall (in the absence of a material failure to follow the agreed procedures) be final and binding on the Parties;
  - 5.3.3 the Expert shall decide the procedure to be followed in the determination and shall be requested to make his/her determination within thirty (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;
  - 5.3.4 any amount payable by one Party to another as a result of the Expert's determination shall be due and payable within twenty (20) Working Days of the Expert's determination being notified to the Parties;
  - 5.3.5 the process shall be conducted in private and shall be confidential; and
  - 5.3.6 the Expert shall determine how and by whom the costs of the determination, including his/her fees and expenses, are to be paid.

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### 6. ARBITRATION

6.1 The Customer may at any time before court proceedings are commenced refer the Dispute to arbitration in accordance with the provisions of paragraph 6.4 of this Call Off Schedule 11.

6.2 Before the Supplier commences court proceedings or arbitration, it shall serve written notice on the Customer of its intentions and the Customer shall have fifteen (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 6.4 of this Call Off Schedule 11 or be subject to the jurisdiction of the courts in accordance with Clause 57 of this Call Off Contract (Governing Law and Jurisdiction). The Supplier shall not commence any court proceedings or arbitration until the expiry of such fifteen (15) Working Day period.

6.3 If:

6.3.1 the Counter Notice requires the Dispute to be referred to arbitration, the provisions of paragraph 6.4 of this Call Off Schedule 11 shall apply;

6.3.2 the Counter Notice requires the Dispute to be subject to the exclusive jurisdiction of the courts in accordance with Clause 61 of this Call Off Contract (Governing Law and Jurisdiction), the Dispute shall be so referred to the courts and the Supplier shall not commence arbitration proceedings;

6.3.3 the Customer does not serve a Counter Notice within the fifteen (15) Working Days period referred to in paragraph 6.2 of this Call Off Schedule 11, the Supplier may either commence arbitration proceedings in accordance with paragraph 6.4 of this Call Off Schedule 11 or commence court proceedings in the courts in accordance with Clause 57 of this Call Off Contract (Governing Law and Jurisdiction) which shall (in those circumstances) have exclusive jurisdiction.

6.4 In the event that any arbitration proceedings are commenced pursuant to paragraphs 6.1 to 6.3 of this Call Off Schedule 11, the Parties hereby confirm that:

6.4.1 all disputes, issues or claims arising out of or in connection with this Call Off Contract (including as to its existence, validity or performance) shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration (“**LCIA**”) (subject to paragraphs 6.4.5 to 6.4.7 of this Call Off Schedule 11);

6.4.2 the arbitration shall be administered by the LCIA;

6.4.3 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 Call Off 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;

6.4.4 if the Parties fail to agree the appointment of the arbitrator within ten (10) 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;

6.4.5 the chair of the arbitral tribunal shall be British;

6.4.6 the arbitration proceedings shall take place in London and in the English language; and

6.4.7 the seat of the arbitration shall be London.

**7. URGENT RELIEF**

7.1 Either Party may at any time take proceedings or seek remedies before any court or tribunal of competent jurisdiction:

7.1.1 for interim or interlocutory remedies in relation to this Call Off Contract or infringement by the other Party of that Party's Intellectual Property Rights; and/or

7.1.2 where compliance with paragraph 2.1 of this Call Off Schedule 11 and/or referring the Dispute to mediation may leave insufficient time for that Party to commence proceedings before the expiry of the limitation period.

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CALL OFF SCHEDULE 12: VARIATION FORM

No of Call Off Order Form being varied:

.....

Variation Form No:

.....

BETWEEN:

[insert name of Customer] ("**the Customer**") and

[insert name of Supplier] ("**the Supplier**")

1. This Call Off Contract is varied as follows and shall take effect on the date signed by both Parties:

***[Insert details of the Variation]***

2. Words and expressions in this Variation shall have the meanings given to them in this Call Off Contract.
3. This Call Off Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

4.

Signed by an authorised signatory for and on behalf of the Customer

Signature

Date

Name (in  
Capitals)

Address

Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature

Date

Name (in  
Capitals)

Address

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**CALL OFF SCHEDULE 13: TRANSPARENCY REPORTS**

- 1.1 Within three (3) months from the Call Off Commencement Date or the date so specified by the Customer in the Call Off Order Form the Supplier shall provide to the Customer for Approval (the Customer's decision to approve or not shall not be unreasonably withheld or delayed) draft Transparency Reports consistent with the content and format requirements in Annex 1 below.
- 1.2 If the Customer rejects any proposed Transparency Report, the Supplier shall submit a revised version of the relevant report for further Approval by the Customer 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 Customer. This process shall be repeated until the Parties have agreed versions of each Transparency Report.
- 1.3 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Customer at the frequency referred to in Annex 1 of this Call Off Schedule 13 below.
- 1.4 Any Dispute in connection with the preparation and/or approval of Transparency Reports shall be resolved in accordance with the Dispute Resolution Procedure.
- 1.5 The requirements in this Schedule 13 are in addition to any other reporting requirements in this Call Off Contract.

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**ANNEX 1: LIST OF TRANSPARENCY REPORTS**

<b>Title of Report</b>	<b>Content</b>	<b>Format</b>	<b>Frequency</b>
Management Information	Number of Applicant Support queries received	Excel Spreadsheet	Weekly during each Campaign
	Number of Applicant Support queries addressed		Weekly during each Campaign
	Number of Applicant Support queries forwarded to the Customer for response		Weekly during each Campaign
	Number of Applications received		Weekly during each Campaign
	Running total of value of Eligible Applications		Weekly during each Campaign
	Number of Ineligible Applications received		Weekly during each Campaign
	Number of Participant Support queries received		2 Working Days prior to each Performance Meeting
	Number of Participant Support queries addressed		2 Working Days prior to each Performance Meeting
	Number of Participant Support queries forwarded to the Customer for response		2 Working Days prior to each Performance Meeting

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**CALL OFF SCHEDULE 14: ALTERNATIVE AND/OR ADDITIONAL CLAUSES**

**1. INTRODUCTION**

1.1 This Call Off Schedule 14 specifies the range of Alternative Clauses and Additional Clauses that may be requested in the Call Off Order Form and, if requested in the Call Off Order Form, shall apply to this Call Off Contract.

**2. CLAUSES SELECTED**

2.1 The Customer may, in the Call Off Order Form, request the following Alternative Clauses:

- 2.1.1 Scots Law (see paragraph 4.1 of this Call Off Schedule 14);
- 2.1.2 Northern Ireland Law (see paragraph 4.2 of this Call Off Schedule 14);
- 2.1.3 Non-Crown Bodies (see paragraph 4.3 of this Call Off Schedule 14);
- 2.1.4 Non-FOIA Public Bodies (see paragraph 4.4 of this Call Off Schedule 14);
- 2.1.5 Financial Limits (see paragraph 4.5 of this Call Off Schedule 14).

2.2 The Customer may, in the Call Off Order Form, request the following Additional Clauses should apply:

- 2.2.1 Security Measures (see paragraph 5.1 of this Call Off Schedule 14);
- 2.2.2 NHS Additional Clauses (see paragraph 6.1 of this Call Off Schedule 14)
- 2.2.3 MOD (“Ministry of Defence”) Additional or Alternative Clauses (see paragraph 8 of this Call Off Schedule 14)

**3. IMPLEMENTATION**

3.1 The appropriate changes have been made in this Call Off Contract to implement the Alternative and/or Additional Clauses specified in paragraph 2.1 of this Call Off Schedule 14 and the Additional Clauses specified in paragraphs 2.2 and 2.2.1 of this Call Off Schedule 14 shall be deemed to be incorporated into this Call Off Contract.

**4. ALTERNATIVE CLAUSES**

**4.1 SCOTS LAW**

- 4.1.1 Law and Jurisdiction (Clause 57)
  - (a) References to “England and Wales” in the original Clause 57 of this Call Off Contract (Law and Jurisdiction) shall be replaced with “Scotland”.
  - (b) Where legislation is expressly mentioned in this Call Off Contract the adoption of Clause 4.1.1 (a) shall have the effect of substituting the equivalent Scots legislation.

**4.2 NORTHERN IRELAND LAW – NOT USED**

- 4.2.1 Law and Jurisdiction (Clause 57)
  - (a) References to “England and Wales” in the original Clause 57 of this Call Off Contract (Law and Jurisdiction) shall be replaced with “Northern Ireland”.
  - (b) Where legislation is expressly mentioned in this Call Off Contract the adoption of Clause 4.1.1(a) shall have the effect of substituting the equivalent Northern Ireland legislation.

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### 4.2.2 Insolvency Event

In Call Off Schedule 1 (Definitions), reference to “section 123 of the Insolvency Act 1986” in limb f) of the definition of Insolvency Event shall be replaced with “Article 103 of the Insolvency (NI) Order 1989”.

### 4.3 NON-CROWN BODIES

Clause 46.3.1(a) of this Call Off Contract (Official Secrets Act and Finance Act) shall be deleted.

### 4.4 NON-FOIA PUBLIC BODIES

Replace Clause 34.5 of this Call Off Contract (Freedom of Information) with “The Customer has notified the Supplier that the Customer is exempt from the provisions of FOIA and EIR.”

### 4.5 FINANCIAL LIMITS – NOT USED

In Clause 36.2.1(b)(i) remove the monetary amount and the percentage stated therein and replace respectively with:

[enter monetary amount in words] [£ X]

[enter percentage in words] [£ X]

In Clause 36.2.1(b)(ii) remove the monetary amount and the percentage stated therein and replace respectively with:

[enter monetary amount in words] [£ X]

[enter percentage in words] [£ X]

In Clause 36.2.1(b)(iii) remove the monetary amount and the percentage stated therein and replace respectively with:

[enter monetary amount in words] [£ X]

[enter percentage in words] [£ X]

## 5. ADDITIONAL CLAUSES: GENERAL

### 5.1 SECURITY MEASURES

5.1.1 The following definitions to be added to Call Off Schedule 1 (Definitions) to the Call Off Order Form and the Call Off Terms:

**"Document"** includes specifications, plans, drawings, photographs and books;

**"Secret Matter"** means any matter connected with or arising out of the performance of this Call Off Contract which has been, or may hereafter be, by a notice in writing given by the Customer to the Supplier be designated 'top secret', 'secret', or 'confidential';

**"Servant"** where the Supplier is a body corporate shall include a director of that body and any person occupying in relation to that body the position of director by whatever name called.

5.1.2 The following new Clause [58] shall apply:

### 58. [SECURITY MEASURES] – NOT USED

58.1. The Supplier shall not, either before or after the completion or termination of this Call Off Contract, do or permit to be done anything which it knows or ought reasonably to know may result in information about a secret matter being:

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- 58.1.1. without the prior consent in writing of the Customer, disclosed to or acquired by a person who is an alien or who is a British subject by virtue only of a certificate of naturalisation in which his name was included;
  - 58.1.2. disclosed to or acquired by a person as respects whom the Customer has given to the Supplier a notice in writing which has not been cancelled stating that the Customer requires that secret matters shall not be disclosed to that person;
  - 58.1.3. without the prior consent in writing of the Customer, disclosed to or acquired by any person who is not a servant of the Supplier; or
  - 58.1.4. disclosed to or acquired by a person who is an employee of the Supplier except in a case where it is necessary for the proper performance of this Call Off Contract that such person shall have the information.
- 58.2. Without prejudice to the provisions of Clause 58.1, the Supplier shall, both before and after the completion or termination of this Call Off Contract, take all reasonable steps to ensure:
- 58.2.1. no such person as is mentioned in Clauses 58.1, 58.1.1 or 58.1.2 hereof shall have access to any item or document under the control of the Supplier containing information about a secret matter except with the prior consent in writing of the Customer;
  - 58.2.2. that no visitor to any premises in which there is any item to be supplied under this Call Off Contract or where Services are being supplied shall see or discuss with the Supplier or any person employed by him any secret matter unless the visitor is authorised in writing by the Customer so to do;
  - 58.2.3. that no photograph of any item to be supplied under this Call Off Contract or any portions of the Services shall be taken except insofar as may be necessary for the proper performance of this Call Off Contract or with the prior consent in writing of the Customer, and that no such photograph shall, without such consent, be published or otherwise circulated;
  - 58.2.4. that all information about any secret matter and every document model or other item which contains or may reveal any such information is at all times strictly safeguarded, and that, except insofar as may be necessary for the proper performance of this Call Off Contract or with the prior consent in writing of the Customer, no copies of or extracts from any such document, model or item shall be made or used and no designation of description which may reveal information about the nature or contents of any such document, model or item shall be placed thereon; and
  - 58.2.5. that if the Customer gives notice in writing to the Supplier at any time requiring the delivery to the Customer of any such document, model or item as is mentioned in Clause 58.2.3, that document, model or item (including all copies of or extracts therefrom) shall forthwith be delivered to the Customer who shall be deemed to be the owner thereof and accordingly entitled to retain the same.
- 58.3. The decision of the Customer on the question whether the Supplier has taken or is taking all reasonable steps as required by the foregoing provisions of Clause 58 shall be final and conclusive.
- 58.4. If and when directed by the Customer, the Supplier shall furnish full particulars of all people who are at any time concerned with any secret matter.

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- 58.5. If and when directed by the Customer, the Supplier shall secure that any person employed by it who is specified in the direction, or is one of a class of people who may be so specified, shall sign a statement that he understands that the Official Secrets Act, 1911 to 1989 and, where applicable, the Atomic Energy Act 1946, apply to the person signing the statement both during the carrying out and after expiry or termination of a Call Off Contract.
- 58.6. If, at any time either before or after the expiry or termination of this Call Off Contract, it comes to the notice of the Supplier that any person acting without lawful authority is seeking or has sought to obtain information concerning this Call Off Contract or anything done or to be done in pursuance thereof, the matter shall be forthwith reported by the Supplier to the Customer and the report shall, in each case, be accompanied by a statement of the facts, including, if possible, the name, address and occupation of that person, and the Supplier shall be responsible for making all such arrangements as it may consider appropriate to ensure that if any such occurrence comes to the knowledge of any person employed by it, that person shall forthwith report the matter to the Supplier with a statement of the facts as aforesaid.
- 58.7. The Supplier shall place every person employed by it, other than a SubContractor, who in its opinion has or will have such knowledge of any secret matter as to appreciate its significance, under a duty to the Supplier to observe the same obligations in relation to that matter as are imposed on the Supplier by Clauses 58.1 and 58.2 and shall, if directed by the Customer, place every person who is specified in the direction or is one of a class of people so specified, under the like duty in relation to any secret matter which may be specified in the direction, and shall at all times use its best endeavours to ensure that every person upon whom obligations are imposed by virtue of Clause 58 observes the said obligations, and the Supplier shall give such instructions and information to every such person as may be necessary for that purpose, and shall, immediately upon becoming aware of any act or omission which is or would be a breach of the said obligations, report the facts to the Supplier with all necessary particulars.
- 58.8. The Supplier shall, if directed by the Customer, include in the Sub-Contract provisions in such terms as the Customer may consider appropriate for placing the Sub-Contractor under obligations in relation to secrecy and security corresponding to those placed on the Supplier by Clause 58, but with such variations (if any) as the Customer may consider necessary. Further the Supplier shall:
- 58.8.1. give such notices, directions, requirements and decisions to its Sub-Contractors as may be necessary to bring the provisions relating to secrecy and security which are included in Sub-Contracts under Clause 58 into operation in such cases and to such extent as the Customer may direct;
  - 58.8.2. if there comes to its notice any breach by the Sub-Contractor of the obligations of secrecy and security included in their Sub-Contracts in pursuance of Clause 58, notify such breach forthwith to the Customer; and
  - 58.8.3. if and when so required by the Customer, exercise its power to determine the Sub-Contract under the provision in that Sub-Contract which corresponds to Clause 58.11.
- 58.9. The Supplier shall give the Customer such information and particulars as the Customer may from time to time require for the purposes of satisfying the Customer that the obligations imposed by or under the foregoing provisions of Clause 58 have been and are being observed and as to what the Supplier has done or is doing or proposes to do to secure the observance of those obligations and to prevent any breach thereof, and the Supplier shall secure that a representative of the Customer duly authorised in writing shall be entitled at reasonable times to enter and inspect any premises in which anything is being done or is to be done under this Call Off Contract or in which there is or will be any item to be supplied under this Call Off Contract, and also to inspect any document or item in any such premises or which is being made or used for the purposes of this Call Off Contract and that any such representative

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shall be given all such information as he may require on the occasion of, or arising out of, any such inspection.

58.10. Nothing in Clause 58 shall prevent any person from giving any information or doing anything on any occasion when it is, by virtue of any enactment, the duty of that person to give that information or do that thing.

58.11. If the Customer shall consider that any of the following events has occurred:

58.11.1. that the Supplier has committed a breach of, or failed to comply with any of, the foregoing provisions of Clause 58; or

58.11.2. that the Supplier has committed a breach of any obligations in relation to secrecy or security imposed upon it by any other contract with the Customer, or with any department or person acting on behalf of the Crown; or

58.11.3. that by reason of an act or omission on the part of the Supplier, or of a person employed by the Supplier, which does not constitute such a breach or failure as is mentioned in 58.11.2, information about a secret matter has been or is likely to be acquired by a person who, in the opinion of the Customer, ought not to have such information;

and shall also decide that the interests of the State require the termination of this Call Off Contract, the Customer may by notice in writing terminate this Call Off Contract forthwith.

58.12. A decision of the Customer to terminate this Call Off Contract in accordance with the provisions of Clause 58.11 shall be final and conclusive and it shall not be necessary for any notice of such termination to specify or refer in any way to the event or considerations upon which the Customer's decision is based.

58.13. Supplier's notice

58.13.1. The Supplier may within five (5) Working Days of the termination of this Call Off Contract in accordance with the provisions of Clause 58.11, give the Customer notice in writing requesting the Customer to state whether the event upon which the Customer's decision to terminate was based is an event mentioned in Clauses 58.11, 58.11.1 or 58.11.2 and to give particulars of that event; and

58.13.2. the Customer shall within ten (10) Working Days of the receipt of such a request give notice in writing to the Supplier containing such a statement and particulars as are required by the request.

58.14. Matters pursuant to termination

58.14.1. The termination of this Call Off Contract pursuant to Clause 58.11 shall be without prejudice to any rights of either party which shall have accrued before the date of such termination;

58.14.2. The Supplier shall be entitled to be paid for any work or thing done under this Call Off Contract and accepted but not paid for by the Customer at the date of such termination either at the price which would have been payable under this Call Off Contract if this Call Off Contract had not been terminated, or at a reasonable price;

58.14.3. The Customer may take over any work or thing done or made under this Call Off Contract (whether completed or not) and not accepted at the date of such

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termination which the Customer may by notice in writing to the Supplier given within thirty (30) Working Days from the time when the provisions of Clause 58 shall have effect, elect to take over, and the Supplier shall be entitled to be paid for any work or thing so taken over a price which, having regard to the stage which that work or thing has reached and its condition at the time it is taken over, is reasonable. The Supplier shall in accordance with directions given by the Customer, deliver any work or thing taken over under this Clause, and take all such other steps as may be reasonably necessary to enable the Customer to have the full benefit of any work or thing taken over under this Clause; and

58.14.4. Save as aforesaid, the Supplier shall not be entitled to any payment from the Customer after the termination of this Call Off Contract

58.15. If, after notice of termination of this Call Off Contract pursuant to the provisions of 58.11:

58.15.1. the Customer shall not within ten (10) Working Days of the receipt of a request from the Supplier, furnish such a statement and particulars as are detailed in Clause 58.13.1; or

58.15.2. the Customer shall state in the statement and particulars detailed in Clause 58.13.2. that the event upon which the Customer's decision to terminate this Call Off Contract was based is an event mentioned in Clause 58.11.3, the respective rights and obligations of the Supplier and the Customer shall be terminated in accordance with the following provisions:

58.15.3. the Customer shall take over from the Supplier at a fair and reasonable price all unused and undamaged materials, bought-out parts and components and articles in course of manufacture in the possession of the Supplier upon the termination of this Call Off Contract under the provisions of Clause 58.11 and properly provided by or supplied to the Supplier for the performance of this Call Off Contract, except such materials, bought-out parts and components and articles in course of manufacture as the Supplier shall, with the concurrence of the Customer, elect to retain;

58.15.4. the Supplier shall prepare and deliver to the Customer within an agreed period or in default of agreement within such period as the Customer may specify, a list of all such unused and undamaged materials, bought-out parts and components and articles in course of manufacture liable to be taken over by or previously belonging to the Customer and shall deliver such materials and items in accordance with the directions of the Customer who shall pay to the Supplier fair and reasonable handling and delivery charges incurred in complying with such directions;

58.15.5. the Customer shall indemnify the Supplier against any commitments, liabilities or expenditure which are reasonably and properly chargeable by the Supplier in connection with this Call Off Contract to the extent to which the said commitments, liabilities or expenditure would otherwise represent an unavoidable loss by the Supplier by reason of the termination of this Call Off Contract;

58.15.6. if hardship to the Supplier should arise from the operation of Clause 58.15 it shall be open to the Supplier to refer the circumstances to the Customer who, on being satisfied that such hardship exists shall make such allowance, if any, as in its opinion is reasonable and the decision of the Customer on any matter arising out of this Clause 58.15 shall be final and conclusive; and

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subject to the operation of Clauses 58.15.3, 58.15.4, 58.15.5 and 58.15.6 termination of this Call Off Contract shall be without prejudice to any rights of either party that may have accrued before the date of such termination.

### 5.2 OFFSHORING

5.2.1 The following clause shall be inserted into Clause 34.6.4 (Protection of Personal Data) of this Call Off Contract:

- (a) New sub-clause (f): without prejudice to any other provisions in this Call Off Contract, comply with Call Off Schedule 17 (Offshoring).

### 5.3 INSOLVENCY

5.3.1 The following clauses shall be inserted into Clause 34.2 (Protection of Customer Data) of this Call Off Contract:

- (a) New sub-clause 34.2.9:

34.2.9 Where an Insolvency Event occurs, the Supplier (or the insolvency practitioner or provisional insolvency practitioner acting on behalf of the Supplier) shall, at no cost to the Customer:

- (a) conduct a full and thorough search for any electronic and paper records held by the Supplier which contain Customer Data in accordance with the Customer instructions;
- (b) return all such records to the Customer in accordance with their instructions;
- (c) permanently destroy all copies of any relevant electronic records; and
- (d) provide written confirmation to the Customer that the actions outlined above in this paragraph have been completed.

- (b) New sub-clause 34.2.19:

34.2.9 Where an Insolvency Event occurs in respect of a Sub-Contractor the Supplier shall:

- (a) ensure that Customer Data held by the Sub-Contractor is recovered;
- (b) permanently destroy all copies of any relevant electronic records; and
- (c) provide written confirmation to the Customer that the actions outlined above in this paragraph have been completed.

**6. NHS ADDITIONAL CLAUSES – NOT USED**

6.1 The following new Clause [59] shall apply:

**7. [CODING REQUIREMENTS]**

7.1 Unless otherwise confirmed and/or agreed by the Customer in writing and subject to Clause 7.2, the Supplier shall ensure comprehensive product information relating to each category of the Services shall be placed by the Supplier into a GS1 certified data pool within the following timescales:

7.1.1 Prior to or on the Commencement Date, in relation to all categories of Services to be provided as part of the Call Off Contract as at the Commencement Date; or

7.1.2 Where further categories of Services are to be supplied in accordance with any Variation, prior to or on the date of implementation of such Variation.

7.2 Where it is not practical for whatever reason for the Supplier to comply with its obligations under Clause 7.1 within the timescales stated, the Supplier shall provide an implementation plan and suggested timetable within which the Supplier shall achieve such compliance. The implementation plan and suggested timetable must be submitted by the Supplier for agreement by the Customer prior to the first Delivery of relevant Services under the Call Off Contract (such agreement not to be unreasonably withheld or delayed). Any failure by the Parties to agree such a timetable and implementation plan shall be referred to and resolved in accordance with Call Off Schedule 11: Dispute Resolution Procedure. Once a timetable and implementation plan have been agreed by the Customer, the Supplier shall comply with such timetable and plan as a condition of this Call Off Contract.

7.3 Once product information relating to the Services is placed by the Supplier into a GS1 certified data pool, the Supplier shall, during the Call Off Contract Period, keep such information updated with any changes to the product data relating to the Services.

**8. MOD ADDITIONAL CLAUSES – NOT USED**

8.1 The definition of Call Off Contract in Schedule 1 (Definitions) to the Call Off Terms shall be replaced with the following:

8.1.1 "**Call Off Contract**" means this written agreement between the Customer and the Supplier consisting of the Call Off Order Form and the Call Off Terms and the MoD Terms and Conditions.

8.2 The following definitions shall be inserted into in Schedule 1 (Definitions) to the Call Off Terms:

8.3 "**MoD Terms and Conditions**" means the contractual terms and conditions listed in Schedule [...] which form part of the Call Off Terms:

8.3.1 "**Site**" shall include any of Her Majesty's Ships or Vessels and Service Stations.

8.3.2 "**Officer in charge**" shall include Officers Commanding Service Stations, Ships' Masters or Senior Officers, and Officers superintending Government Establishments.

8.4 The following clauses shall be inserted into Clause 2 of this Call Off Contract (Due Diligence):

8.5 The Supplier confirms that it has had the opportunity to review the MoD Terms and Conditions and has raised all due diligence questions in relation to those documents with the Customer prior to the Commencement Date.

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8.5.1 Where required by the Customer, the Supplier shall take such actions as are necessary to ensure that the MoD Terms and Conditions constitute legal, valid, binding and enforceable obligations on the Supplier.

8.6 The following new Clause [60] shall apply:

### **60. [ACCESS TO MOD SITES]**

60.1. In this Clause 60:

- 60.1.1. The Customer shall issue passes for those representatives of the Supplier who are approved for admission to the Site and a representative shall not be admitted unless in possession of such a pass. Passes shall remain the property of the Customer and shall be surrendered on demand or on completion of the supply of the Services.
- 60.1.2. The Supplier's representatives when employed within the boundaries of a Site, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force for the time being for the conduct of personnel at that Site. When on board ship, compliance shall be with the Ship's Regulations as interpreted by the Officer in charge. Details of such rules, regulations and requirements shall be provided, on request, by the Officer in charge.
- 60.1.3. The Supplier shall be responsible for the living accommodation and maintenance of its representatives while they are employed at a Site. Sleeping accommodation and messing facilities, if required, may be provided by the Customer wherever possible, at the discretion of the Officer in charge, at a cost fixed in accordance with current Ministry of Defence regulations. At Sites overseas, accommodation and messing facilities, if required, shall be provided wherever possible. The status to be accorded to the Supplier's personnel for messing purposes shall be at the discretion of the Officer in charge who shall, wherever possible give his decision before the commencement of this Call Off Contract where so asked by the Supplier. When sleeping accommodation and messing facilities are not available, a certificate to this effect may be required by the Customer and shall be obtained by the Supplier from the Officer in charge. Such certificate shall be presented to the Customer with other evidence relating to the costs of this Call Off Contract.
- 60.1.4. Where the Supplier's representatives are required by this Call Off Contract to join or visit a Site overseas, transport between the United Kingdom and the place of duty (but excluding transport within the United Kingdom) shall be provided for them free of charge by the Ministry of Defence whenever possible, normally by Royal Air Force or by MOD chartered aircraft. The Supplier shall make such arrangements through the Technical Branch named for this purpose in this Call Off Contract. When such transport is not available within a reasonable time, or in circumstances where the Supplier wishes its representatives to accompany material for installation which it is to arrange to be delivered, the Supplier shall make its own transport arrangements. The Customer shall reimburse the Supplier's reasonable costs for such transport of its representatives on presentation of evidence supporting the use of alternative transport and of the costs involved. Transport of the Supplier's representatives locally overseas which is necessary for the purpose of this Call Off Contract shall be provided wherever possible by the Ministry of Defence, or by the Officer in charge and, where so provided, shall be free of charge.
- 60.1.5. Out-patient medical treatment given to the Supplier's representatives by a Service Medical Officer or other Government Medical Officer at a Site overseas shall be free of charge. Treatment in a Service hospital or medical centre, dental treatment, the provision of dentures or spectacles, conveyance to and from a hospital, medical centre or surgery not within the Site and transportation of the Supplier's representatives back to the United Kingdom, or

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elsewhere, for medical reasons, shall be charged to the Supplier at rates fixed in accordance with current Ministry of Defence regulations.

- 60.1.6. Accidents to the Supplier's representatives which ordinarily require to be reported in accordance with Health and Safety at Work etc Act 1974, shall be reported to the Officer in charge so that the Inspector of Factories may be informed.
- 60.1.7. No assistance from public funds, and no messing facilities, accommodation or transport overseas shall be provided for dependants or members of the families of the Supplier's representatives. Medical or necessary dental treatment may, however, be provided for dependants or members of families on repayment at current Ministry of Defence rates.
- 60.1.8. The Supplier shall, wherever possible, arrange for funds to be provided to its representatives overseas through normal banking channels (e.g. by travellers' cheques). If banking or other suitable facilities are not available, the Customer shall, upon request by the Supplier and subject to any limitation required by the Supplier, make arrangements for payments, converted at the prevailing rate of exchange (where applicable), to be made at the Site to which the Supplier's representatives are attached. All such advances made by the Customer shall be recovered from the Supplier.

### [2.3.1] Previous Experience

Please describe your experience in providing a similar service to the requirements of the Challenge Fund. Your example must be from within the last three years.

Your response should cover the following areas:

- a description of the service that was delivered;
- contract value & dates;
- previous or current customer details; and
- details of where you have worked collaboratively with prior customers and how you ensured that the customers' requirements were met.
- details where you have experience/expertise/capability in managing digital providers.

1 page: weighting 10= 80 marks

<b>Supplier Name</b>	<i>Ecorys UK</i>
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**Present your response at the top of a new page, within** these pre-set margins in Arial font size 12 up to **one (1)** sides of A4.

Ecorys has an excellent track record of delivering a wide range of customer focused projects. Our expertise includes end-to-end grant management learning & evaluation focusing on adding to the evidence base, and delivery/management of digital projects/providers. We pride ourselves on building excellent relationships to allow for **close and collaborative working** with our clients as this is essential in ensuring that we can meet clients' requirements. We employ a range of methodologies such as regular structured communication (face to face and remotely), ensuring accessible Contract Managers, timetabling opportunities for meaningful client input in and sign off materials and ongoing monitoring of client risks.

A good example is our relationship with Government Equalities Office with whom we are currently working to deliver the Women's Vote Centenary Grant Scheme. The grant scheme was launched within 17 days of the set up meeting, requiring very close collaboration on scheme design, eligibility and assessment criteria and communications using the methods identified above. We employed an iterative development process for subsequent rounds, identifying lessons learnt and incorporating client feedback.

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Specific Examples below:	
Erasmus+ UK National Agency - <b>REDACTED</b> (DfE)	2014 to 2020
<p>Ecorys runs Erasmus+ in the UK with the British Council, funding 1000 projects worth €120m p.a. We provide a comprehensive grant management function: the marketing and communication of the funding rounds, grant assessments, awards, payments, monitoring and project support. Our communications strategy includes stakeholder and audience identification, promotion to potential applicants via press releases and extensive use of social media. We work collaboratively with customers/stakeholders to ensure effective decision making during the assessment and grant award stages, and work with funded projects to identify learning and best practice, showcasing these via conferences and events aimed at stakeholders and policymakers.</p>	
EPALE - €8.09m (European Commission) <b>REDACTED</b>	Dec 2013– Dec 2019
<p>Ecorys has developed and manages the high profile digital web platform for EACEA called the Electronic Platform for Adult Learning in Europe (<a href="https://ec.europa.eu/epale/en">https://ec.europa.eu/epale/en</a>). We co-ordinate the content, community activities, facilitation, animation and technical developments for the platform. Users of the platform can discuss and learn together using its various features such as Discussion Boards, Resource Centre, Partner Search, Calendar, News and Blogs. In running EPALE we work with and manage a range of digital providers.</p>	
Improving Futures Evaluation & Learning - £ <b>REDACTED</b> (Big Lottery Fund)	Oct 2011- Mar 2016
<p>The programme's aim was to improve outcomes for children in families with multiple and complex needs. Ecorys and Family Lives developed and implemented a programme-wide evaluation framework and supported the funded projects across the UK with their monitoring and evidence gathering over a six-year period. The evaluation was supported by a programme of learning activities, including workshops, policy seminars and we delivered an online learning environment to share 'what works' in supporting families with complex needs.</p>	
Tech vs Abuse Evaluation - <b>REDACTED</b> (Comic Relief)	July 2017– Nov 2018
<p>This study is assessing the process and impact of a ground-breaking strategy to catalyse the use of technology for social change through grant funding, specifically in relation to Domestic Abuse in the UK. The grant scheme has recruited domestic abuse specialist organisations, and paired them with specialist tech partners, who will support them to create new digital solutions that will benefit women and girls. There is a learning strand, including workshop delivery.</p>	

**[2.3.2] Professional and Technical Skills**

Please describe the professional and technical skills within your organisation in relation to the subject matter of the Challenge Fund that you will assign to this Call-Off should you be successful.

Your response should cover the following areas:

- The provision of a draft Resource Plan to include the Key Personnel who will be assigned to this Call-Off and corresponding Organisational Charts, uploaded as part of this question;
- Experience of key subject matter experts to be assigned to the Challenge Fund, their field of expertise and why they are deemed to be suitable for this requirement;
- The Communications and Marketing experience of Key Personnel who will be assigned to the Challenge Fund Campaign citing examples of previous performance in promoting Grant Funding to Potential Applicants; and
- The evidence gathering and insight forming capability and experience of the team that will be assigned to the Challenge Fund.

**Supplier Name**

*Ecorys UK*

**Present your response at the top of a new page, within** these pre-set margins in Arial font size 12 up to **two (2)** sides of A4.

Our partnership and project team brings together a range of professional and technical skills around grant programme management, digital, marketing and communications, and research and evaluation and in the policy areas of parenting and families, all drawn from in the house expertise of Ecorys and Family Lives. Our experts work together in multidisciplinary teams bringing technical competencies together to deliver a joined-up service to DWP. We have selected experts at a range of levels of experience in order to deliver the services effectively and efficiently. Given Ecorys' scale and capacity, coupled with our access to our approved pool of 200+ bid assessors, we have the in-house scale and capacity to deliver all aspects of this contract within our partnership. We also have recent experience of rapid mobilisation and set up of a grant fund as evidenced by the Women's Vote Centenary Grant Scheme delivered to Government Equalities Office.

We have provided a **draft Resource Plan** that includes the Key Personnel who will be assigned to this Call-Off and a corresponding draft **Organisational Chart** defining the team organisation, uploaded as part of this question. Our Resource Plan illustrates the anticipated levels of resourcing inputs for the proposed team at each stage of the Contract. Below we present some key individual experts who will lead this Contract. The table outlines the experience of the key **subject matter experts** who will work on the Challenge Fund Contract, their field of expertise and why we deem them suitable for this requirement.

### Leadership Team

Team member	Key expertise	Experience
<b>REDACTED</b> (Managing Consultant)	Technical Director at Ecorys, experienced in grants and programme management and in managing partnerships	Manager of: Fund Management Services to Careers and Enterprise Company's Mentoring Fund and Careers and Enterprise Fund Women's Vote Centenary Grant Scheme Trial of the CANparent programme PE Sports Strategy for Young People (PESSYP)
<b>REDACTED</b> (Project Manager)	Associate Director at Ecorys, experienced in grant and programme management, specialist in UK grant programmes	Extensive senior management experience, incl: DoH – Health and Social Care Volunteering Fund (2010-2014) / DfE – Childcare Business Grants Scheme (2016 – date) / Sport England – Delivery of School Games Organiser Payment and Reporting Programme (2011- 2017)
<b>REDACTED</b> (Sector Engagement Lead expert: Families)	Deputy Chief Executive, Family Lives, experienced in programme management within the Families and Relationships sector	Extensive experience of managing a range of contracts including the CANparent Trial, DWP innovation fund project, Department for Education helpline provision, Department of Health Volunteering fund project, and Department for Education Family services grants.

### Communications and Marketing Experts

The following Key Personnel have significant Communications and Marketing experience and will be assigned to the Challenge Fund Campaign. The below table gives examples of previous performance in promoting Grant Funding to Potential Applicants

Team member	Key expertise	Experience
<b>REDACTED</b> , Family Lives (Marketing & Comms)	Director of Policy and Engagement, experienced in communications to family support sector	Communications/marketing experience on number of large initiatives including Parenting UK, CANparent (DfE funded) and Improving Futures
<b>REDACTED</b> (Digital & Comms)	Senior Communications Consultant with expertise in communication and social media strategy for programmes	Grants management and digital communications support on Ecorys Health and Social Care Volunteering Fund (HSCVF)

**Grants Experts**

Team member	Key expertise	Experience
<b>REDACTED</b> (Grants Lead)	Senior Grants Manager experienced in developing and managing grants programmes for Ecorys and the Big Lottery Fund.	Project manager of: Women’s Vote Centenary Grant Scheme.
<b>REDACTED</b> (Grants Manager)	Grants Manager experienced in developing and managing grants programmes for Ecorys and London Schools of Hygiene and Tropical Medicine	Women’s Vote Centenary Grant Scheme
<b>REDACTED</b> (Grants Manager)	Grants Manager experienced in developing and managing grants programmes Erasmus +	Erasmus + Careers and Enterprise Company Fund Management Support

The following Team Members have significant experience of evidence gathering and insight forming capability and they will all be assigned to ensuring the Challenge Fund gathers and presents required evidence to fill gaps and build the evidence base. They will have input into data collection, monitoring and reporting of projects in order to ensure that a full range of learning is gathered through the project lifecycle. They will produce the Fund Learning Report.

**Evidence Gathering, insight and Learning Team**

Team member	Key expertise	Experience
<b>REDACTED</b> (Initiative Learning Expert - Families and Learning)	Senior Research Manager experienced at supporting voluntary organisations with monitoring, evaluation, project management and delivery of research studies.	Deputy manager for Improving Futures Evaluation – Big Lottery Fund/Leading Team member for A Better Start Learning and Dissemination Contract, The Big Lottery Fund/Account manager for Youth Sector Development Fund, DfE
<b>REDACTED</b> (Initiative Learning Expert - Families and Learning)	Senior Research Manager - Technically skilled (analysis and comms) across a broad range of research techniques: qualitative, quantitative and statistical.	Policy research experience at a national level incl. doctoral research into UK family policy. Evaluation Manager - Time to Change children and young people’s campaign, Research partner for 3 DfE Alternative Provision Innovation Fund projects and EV Lead Comic Relief’s Tech vs Abuse programme

**Digital Experts**

Team member	Key expertise	Experience
<p><b>REDACTED</b> (Digital Advisor)</p>	<p>Senior Software Developer - Design, development and implementation of web-based applications from design to implementation.</p>	<p>Database development, administration, support and maintenance of existing applications (data collection &amp; application/assessment portals) for Careers &amp; Enterprise Company, School Games and Women’s Vote Centenary Grant Scheme projects.</p>

**[2.4.1] Setup, Planning and Implementation**

Please describe in full the process to set up the service -up to and including the start of receipt and processing of Grant Applications, provision of advice and assistance to Applicants. Your response should take into account the requirements as set out in the Statement of Requirements at Schedule 2 to the Call-Off. This narrative should also identify key risks associated with setting up the service and describe the relevant mitigations.

The response should also cover detail of:

- Provision of a Draft Implementation Plan uploaded as part of this question (including key activities, resources and dates for implementation activity);
- How you will ensure that you conform to the Milestones agreed with the Customer; and
- How you will ensure that the Customer is involved at the points where the Call-Off Agreement specifies.

2 pages: weighting 8 = 64 marks

<b>Supplier Name</b>	<i>Ecorys UK</i>
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**Present your response at the top of a new page, within** these pre-set margins in Arial font size 12 up to **two (2)** sides of A4. Also add draft implementation plan and written supporting justification - see W&HCF for model

**To set up the service, up to and including the start of receipt and processing of Grant Applications** we will undertake the following activities:

Creation of an Implementation Plan listing key activities with resources, deliverables, signoff points and deadlines. This will show where activities can run in parallel, or where they are co-dependent, or successive. We welcome the opportunity to discuss our draft Plan with the Customer, in order to better understand your requirements and challenges. The final plan will be provided to the Customer on 7 December as required. Throughout, we will use Agile methodologies to break tasks into short Sprints.

Immediate tasks, following sign off of the Plan, include further development of eligibility and assessment criteria, developing a final marketing and communications plan and products, and building the online presence for the Fund (website and application portal). In parallel, we will set up our fully accessible Applicant Support Function.

We will develop Eligibility criteria from the Customer's specifications and based on further discussion, from our own experience of managing similar application processes and our knowledge of the parenting and digital policy field. In addition to the Customer's pass/fail criteria, we recommend some key qualitative criteria, so that the initial assessment ensures that a manageable number of the most promising applications go through to full assessment.

Assessment criteria will be worked up from the Customer brief, with a scoring plan to weight the most important criteria such as the quality of new evidence that will be provided. We will recommend the addition of due diligence checks related to financial capacity and Companies House/Charity Commission registration, to ensure that approved applicants are appropriately robust to mitigate against non-delivery or misuse of funds.

A marketing and communications plan will be developed for targeting and informing potential applicants about the Fund and ensuring they understand its key characteristics. We have a range of tools and templates/guides available in-house and we will adapt these to suit this Fund. While it will be important to optimise the number of applications (to avoid the need to run a contingency campaign) it will also be important for the marketing function to provide clarity on aims and assessment criteria so that bidders can assess whether they are eligible and prepare appropriate bids. Because of the tight timeframe, we recommend some initial marketing to start immediately on agreement of the Implementation Plan, with more detailed information being made available prior to application launch and continuing alongside the application window through the updating of Frequently Asked Questions.

In parallel, we will develop the online presence for the Fund. This will comprise a simple website developed in-house to hold application materials and guidance and provide access to the online application portal. We will use an approved supplier for the application software, Fluent Technology, with whom we are currently working on two other funds, and whose tool (Flexigrant) can be readily adapted to offer the functionality required. Whilst the online presence is fully accessible, postal applications will also be accepted.

We are experienced in offering support to applicants via a range of mechanisms. Very quickly, we will set up a dedicated telephone helpline, email address and postal address for applicants, and an online enquiry form. We will ensure that all applicant queries are responded to within the Customer's given timeframes. A list of FAQs will also be developed and added to throughout the application window.

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To maximise the likelihood of high quality applications and minimise time wasted in ineligible or low quality applications we plan to offer additional support including an online eligibility checklist and a short telephone call with all potential applicants to assess compliance with fund eligibility criteria.

The key **risks and mitigations** for this stage of setting up the Fund include:

Risk	Likelihood	Impact	Mitigation
Disagreement on eligibility / assessment criteria; delays in development of materials	L	H	Customer consultation to ensure fit and alignment; providing early drafts; clear timelines for agreement
Online presence build is slow or delayed; online presence suffers technical issues / down time	L	H	Clear timeline adhered to on all sides; robust SLA between Ecorys and Fluent to ensure data security and service availability
Marketing plan and activity produces too high / low volume of applications	M	M	Applicant support and liaison with key stakeholders to provide intelligence to appraise marketing plan weekly and revise accordingly.

We have a clear **plan for conforming to milestones**. We are experienced in delivering to tight timelines, as evidenced by our recent short-turnaround set up phase for the GEO Women’s Vote Centenary Grants Scheme from client inception meeting to scheme launch in 17 working days. We will establish a dedicated start up team comprising staff experienced in quick start-ups and specialists in the key stages such as marketing, digital and the design of assessment criteria. Building on the Final Implementation Plan, we will prepare a day-by-day plan for the set up period, identifying tasks, deliverables and sign-off points for us and the Customer. This will need to be agreed and then adhered to on both sides to ensure delivery to the required timeline. We will run activities in a multi-track approach, so for instance marketing activities to promote the Fund will run alongside the tasks to build and populate the online presence; develop application materials; and set up our Applicant Support Function.

Our plan for ensuring **Customer Involvement at Key Stages** is based on close collaboration at an early stage in order to ensure that both parties share the proposed Implementation Plan. We understand the need to work flexibly in programmes such as this in order to take account of new challenges and emerging findings.

- We draw on key principles from Agile and PRINCE2 management approaches combining them where appropriate. In this set up phase, we will follow the “Agile” development methodology. This approach is iterative and developmental, focusing on delivering the required products to time and required quality and allowing for Customer approval at key intervals. Our first Sprint would cover the agreement with DWP of the final implementation plan.
- During the intensive initial period, we will hold twice weekly calls (booked in advance into calendars and using tele-conferencing software) with the Customer to check progress on actions, agree next steps and make key decisions. Alongside these calls, the start-up team will be available for additional telephone discussions or face-to-face meetings where this is the most efficient way of moving the Implementation Plan forward.
- All materials will be supplied in draft for comment before finalisation, allowing time for sufficient levels of Customer sign-off. We will produce high quality drafts for comment, on time, developed collaboratively to ensure only one round of comment is needed

**[2.4.2] The Grant Application Process and Applicant Support**

Describe how you will put in place a grant application process and the implementation of an Applicant Support Function to facilitate the provision of assistance, advice and information to Potential Applicants seeking to apply for the Challenge Fund.

Your response as a minimum must include detail of:

- How you will provide a fully accessible enquiry service covering online, telephone and postal enquiries, which furnishes prompt and professional advice concerning all aspects of the Challenge Fund;
- How you will provide an online presence via a dedicated website which will provide clear and comprehensive guidance relating to applications and payment processes and will enable online applications to the Challenge Fund;
- How you will provide a complaints resolution procedure for timely resolution of complaints received as a consequence of the your delivery of the Challenge Fund;
- How you will safeguard against acting on an Applicant’s behalf in any Challenge Fund application through verbal advice or contributing a written application.
- How you will demonstrate the capability to manage a large volume of applications, and the capability to scale down in the event of the receipt of a low volume of applications;
- How you will assist Potential Applicants in quickly identifying whether their application is likely to meet the Challenge Fund criteria;
- How you will ensure that the application process is constructed in such a way as to make it possible for organisations of variable size to apply (it will be important that smaller organisations who do not have access to bid writing expertise are not prohibited from applying); and
- How you will manage the receipt of all applications for the Challenge Fund and the production of application summaries for use in assessing the applications.

2 pages: weighting 8 = 64 marks

**Supplier Name**

*Ecorys UK*

**Present your response at the top of a new page, within these pre-set margins in Arial font size 12 up to two (2) sides of A4.**

Applicants will be supported from the outset of the Challenge Fund through an **accessible Applicant Support Function**. A **dedicated Fund website** will be in built by Ecorys in house team, adhering to Web Content Accessibility Guidelines through which applicants will be able to access all application and programme materials, including a link to the application software “Flexigrant”. We will provide alternative provision throughout our support for applicants with specific communication needs. An off line application for will be available for **postal applications**.

We will encourage applicants to submit enquiries via a ‘Contact Us’ enquiry form on the dedicated website / dedicated email account as this enables us to provide the most considered and efficient service. Telephone opening hours will be normal office hours, with an answerphone service at other times referring people to the enquiry form / email service. All enquiries will be responded to within one working day, except for those that require a response from the Customer, where we will provide a holding response and forward to the Customer within one working day. An address will be published for people to submit queries by post

All enquiries will be responded to by a member of our core team who will be fully trained in the requirements of the Challenge Fund, specifically eligibility criteria and the Fund’s aims and outcomes, to enable them to give prompt and professional advice. All enquiries will be logged and categorised arranged by theme and used to inform future iterations of the FAQs.

The first iteration of our dedicated fund website will be available from w/c 17<sup>th</sup> December and will clearly outline the application process. As soon as they are ready, comprehensive guidance materials including information on application, eligibility and assessment, grant agreements, monitoring, payments and end of grant reporting, alongside FAQs, will be available on the website for applicants to understand the specific requirements of the Fund. All materials will be written in plain English. From website launch through to the end of the application window FAQs will be updated weekly to incorporate the latest queries and clarifications from applicants.

The website will be able to host policy information and case studies and can also be used to host webinars and videos. Our in-house web team has significant experience of developing high quality websites for a diverse and extensive range of clients. Where appropriate for policy matters it will link to or refer back to gov.uk.

We will **provide and publicise a formal and clear complaints resolution procedure** for timely resolution of complaints, alongside clear whistleblowing procedures. Any complaints will be investigated by staff not involved in project delivery to ensure impartiality, with ultimate appeal to the Contract Director. All feedback and complaints will be reviewed and acted on as appropriate.

We will deal with any complaints as soon as possible favouring an approach based on dialogue and negotiation. We will be proactive in order to foresee potential issues and complaints at an early stage: transparency of processes; seeking and taking account of customer and stakeholder feedback, active forward planning and continuous improvement.

We will provide an online eligibility checklist available for applicants to complete. This will enable **assist Potential Applicants to quickly identify whether their application is likely to meet the Challenge Fund criteria** and ensure they are not wasting their time progressing further or reading guidance materials if they are not eligible.

Once an applicant has determined they are eligible and wants to apply to the Fund, they will register on the website giving their name, organisation and up to a 250 word summary of their Initiative. They will submit this and at the same time book an Eligibility Telephone Call with our core team through the website. The Eligibility Telephone Call will be a short 15 minute assessment following set questions with the outcome being either “Yes”, you are eligible to apply and a good fit for the Fund or “No”, you are not eligible to apply and/or not a good fit for the Fund. We will make the online application portal available to those who get a Yes outcome. For applicants who are given a No outcome but insistent they still want to apply, they will be given application portal access but with a caveat that they are highly unlikely to be successful. This approach ensures that applicants are given appropriate advice in relation to their project idea so that they don’t waste time applying for a Fund they are not eligible for. This is especially important for smaller organisations who would need to use significant resources to complete an application form. Optimising the number of high quality applications is critical to achieving the Fund timetable.

We will ensure that our support and advice to applicants **safeguard against acting on an Applicant’s behalf** by only covering eligibility criteria (such as organisation type, ability to contribute to ongoing learning etc.) and technical aspects (such as submission dates and requirements etc.) and not content or programme design. We will publish the role of the helpline on the Fund website. We will log all queries and responses and share these with the Customer. Scripts will be developed for all advice to ensure consistency. **Applicants will be able to quickly identify whether their application is eligible through three primary routes:** 1. online eligibility checklist; 2. detailed guidance materials and FAQs; 3. outcome at the end of their Eligibility Telephone Call.

Our application portal is cost effective and user friendly, using tried and tested grant management software via “Flexigrant”. Applicants can work through their application, saving as they go so the form does not have to be completed in one go. Once finalised and submitted, they will be given a Unique Reference Number and receive an automated email confirming their submission. Application forms can be built quickly to ensure we meet the project timeline.

The online portal can manage any number of applications and our support resources can be **flexed up or down according to the volume of applicant support required**. Similarly we can flex our assessor resource depending on the volume of applications received.

**We will ensure the application process is suitable for smaller organisations** initially through our Applicant Support Function, the Telephone Eligibility Call and finally by making sure that the application form is easy to use for applicants. The form will utilise the use of yes/no answers, drop down options or fixed format answers for information such as dates. The application form will include detailed guidance on each question. At any stage, applicants can email or call us for further advice. The form will automatically check that fields have been completed fully and allows the applicant to save as they go, meaning the form can be completed over multiple sessions.

We will manage the receipt of all applications for the Challenge Fund and the **production of application summaries** through the online tool “Flexigrant” which will provide the grants management team with a dashboard of the status of applications within an application window. It will also provide a range of other information to support grant assessment and selection.

**[2.4.3] Assessing Applications to the Challenge Fund**

Describe the process you will implement for sifting and scoring applications to the Challenge Fund.

Your response as a minimum must include:

- How you will involve the Customer both in the collaborative development of the predetermined criteria and during assessment of applications;
- How you will involve subject matter experts who have the ability to assess whether the proposed projects have the potential to generate genuinely new evidence;
- The process you will employ to manage applications and recommend applications which have met the jointly developed Eligibility and Assessment Criteria together with the associated risks posed to the Customer by funding the identified Initiatives; and
- How you will communicate with both successful and unsuccessful Applicants (e.g. written feedback).

3 pages: weighting 8 = 64 marks

<b>Supplier Name</b>	<i>Ecorys UK</i>
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**Present your response at the top of a new page, within** these pre-set margins in Arial font size 12 up to **three (3)** sides of A4.

We will fully **collaborate with the customer** at all stages of the grant design, application and assessment process. In particular we will seek to involve the Customer to:

- Ensure meaningful time within the constraints of the implementation plan timetable for the customer to review and approve eligibility and assessment criteria
- Ensure that materials for the programme are appropriately co-branded as required
- Agree a suitable role for the customer as part of the Grant Assessment Panel
- Agree how and when Ministerial involvement, input and approval will be sought
- Look to the customer to help us identify other stakeholders who should be involved and agreeing their role.

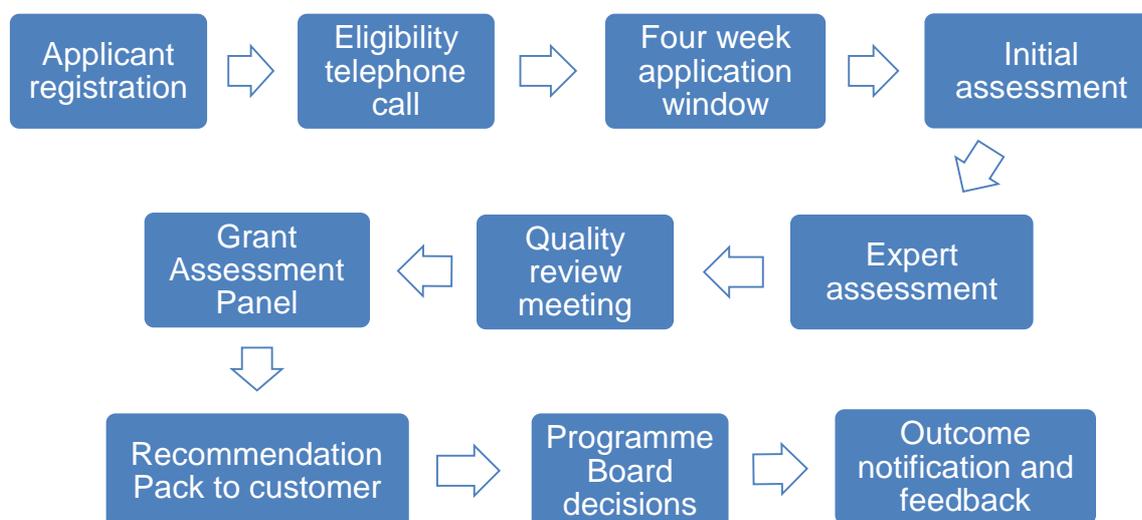
Techniques such as co-authoring and co-design could be used to ensure that collaboration is seamless, efficient and constructive.

Ecorys will deliver the Challenge Fund in partnership with Family Lives. Family Lives will provide subject matter expertise in parenting and family support for the Support for at Risk Families element of the Fund. Ecorys will provide expertise from its Digital team in using digital technology for social good for the Digital Support element of the Fund. We would foresee subject matter expert involvement in designing the grant scheme scope and criteria; moderation and Grant Assessment Panel; initiative learning and dissemination; communications and sector engagement; evidence and impact.

Throughout we will draw on **Subject Matter Experts (SMEs)** to provide their assessment on whether applications genuinely have the potential to contribute to new evidence of what works. Subject Matter experts will: help to design each fund and the application and guidance materials; be involved in the assessment and moderation of applications via our Grants Assessment Panel; be involved in reviewing evidence submitted by Participants; feed into Participant Support materials and activity; and contribute to Initiative learning reports. Our partnership includes SMEs covering families and parenting, digital user experiences and learning and evidence gathering. Others may be sought during the life of the programme as required.

Our **process to manage application and assessment** will be based around our experience of high volumes of applications and high value grant programmes.

The diagram below sets out the high-level process we will follow for assessing applications:



Applicants will be directed to a dedicated website to register their interest in the Challenge Fund and to make a telephone appointment to talk through their idea with a Grants Manager. At this

stage we will also ask for a short (up to 250 words) outline of their idea to support Grant Managers in making their initial assessment of an applicant's eligibility.

Eligibility telephone calls will then take place. The purpose of these calls is to establish that applicants and their ideas are eligible for funding. All applicants will be asked the same set of questions to determine their eligibility. Applicants that are eligible will then be given access to the application form when the application window opens.

The process is designed to minimise applicants preparing applications that realistically have little or no chance of funding. In our experience this approach is received favourably by applicants, particularly smaller organisations that often do not have bid writing teams.

A four-week application window will open on a date agreed with the customer, scheduled as 3 Jan 2019 in our draft implementation plan. Applications will be made online in most cases. We will provide a postal application form if requested, but our experience is that applicants find our online portals easy to use. Applicants will receive an automatic confirmation of the submission of their application from the portal. We will allow the Customer 'read only' access to the portal to view applications or we will send them via a secure data link.

Immediately following the application deadline, an initial assessment will take place to sift out applications that are incomplete or do not meet the eligibility criteria and to identify the highest quality applications to then go to independent expert assessment. This approach, successfully implemented on the Women's Vote Centenary Grant Scheme, means that assessment and decision making resource can be concentrated on the highest quality applications. Up to 24 applications will then be sent for independent expert assessment.

We will draw our assessors from Ecorys and Family Lives, supplemented by policy and digital experts from Ecorys' large pool of 200 or more assessors. Assessors' time will be booked as soon as contracts are signed to ensure we have the required capacity during the critical assessment window.

Guidance materials for assessors will be aligned with published guidance and criteria to ensure a transparent assessment process, along with material to help assessors apply their skills and judgement appropriately. Assessment templates will be developed to support and control the execution of assessments and to achieve reliable and consistent results. Assessors will be required to attend training and will work with a Subject Matter Expert who will provide support and quality assurance across a number of assessors to ensure consistency in approach and scoring.

Assessors will produce a written analysis of the relative strengths and weaknesses of each application and highlight the risks associated with each initiative. This analysis will be based upon criteria developed from the Required Assessment Information provided by the Customer in Annex B of the Statement of Requirements. Broadly, assessors will provide commentary on the viability of an idea, the potential for impact and learning, organisational capacity, capability and risk. Risks, such as the likelihood of organisational failure, initiative slippage, poor take-up of intervention by families etc. will be outlined alongside a rating and mitigation and provided to the Grant Assessment Panel in table format. We understand that funding genuinely innovative interventions does involve some level of risk-taking.

We will convene an internal quality review meeting to undertake a moderation of all assessments prior to the production of materials for the Grant Assessment Panel. These materials will be agreed with the Customer and will include a ranked list for both the Digital Support and the Support for at Risk Families strands; an application summary and an assessment summary for each application, along with all full assessments.

A detailed conflict of interest statement will be drafted after inception to ensure there are no conflicts of interest with assessors, Subject Matter Experts, and Grant Assessment Panel

members. Assessors, Subject Matter Experts and Grant Assessment Panel Members will be required to declare any potential conflicts as soon as they become aware. If the conflict is substantive those declaring a conflict of interest will take no part in discussion or decision on that item. All such conflicts will be notified to the Customer.

We will convene the Grant Assessment Panel which will comprise our Subject Matter Experts and representatives from the Customer. Following the panel, a Recommendation Pack will be produced for the customer's Programme Board. This will comprise a ranked list of recommended initiatives with supporting summary along with a risk analysis and mitigations. It will also include a short summary of all applications which did not pass the initial sift with reasons why and draft unsuccessful letters.

We would suggest that the pack does not include the full draft offer letter and Grant Agreement at this stage because of the very tight timetable, but that recommended milestones, payment profile and reporting be provided as requested, along with any additional information the Panel might require of the applicant. This will allow for the Programme Board to amend or add to the proposed grant management approach prior to the final offer letter and grant agreement being produced.

We will attend the Board, provide information on our assessment process, present the recommended applications in a format agreed with the customer and be available to answer questions.

**Communications with Applicants** will take place promptly. Successful applicants will receive (within 5 working days of decision) a notification of application outcome and feedback on their score and performance against the assessment criteria. We will at this point finalise offer letters and grant agreements using the templates provided for sign off by the Customer.

All unsuccessful applicants will **receive written feedback on their application** that will form part of the Unsuccessful Letters. This will fall into various categories:

1. Incomplete applications will be informed of the missing information and that their application has been rejected as a result
2. Complete applications that fail initial eligibility checking will receive a few bullet points of feedback on the areas where their application was ineligible
3. Complete applications that do not pass the initial assessment will receive a few bullet points of feedback on why their application was not passed for full assessment including information on the number of applications received
4. Applications which progress to expert assessment but are not awarded funding will receive more detailed feedback against each assessment criteria.

This approach worked well for the Women's Vote Centenary Grant Scheme. 205 applications were unsuccessful, all of whom received tailored feedback as described above; Ecorys received no complaints and just two requests for more detailed feedback.

**[2.5.1] Communications and Marketing**

Please describe how you will elicit interest in the Challenge Fund from Potential Applicants, what resources and techniques will be used and how will you validate that you are targeting the right organisations to communicate the launch of the Challenge Fund.

This narrative must identify and capture the following:

- Your Communications and Marketing Strategy;
- How you will identify and target relevant audiences and Potential Applicants for the Challenge Fund in both key areas (Digital Support and Support for at Risk Families);
- What channels you will employ to promote the Challenge Fund to Potential Applicants (e.g. social media, targeted communication) and why you consider these channels appropriate;
- How you will align your communications and marketing strategy with the wider messaging developed by Customer in order to promote the Challenge Fund both prior to and post launch.

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**Present your response at the top of a new page, within these pre-set margins in Arial font size 12 up to three (3) sides of A4.**

Our communications and marketing strategy has three key aims:

1. To get the right organisations to be aware of the challenge fund and to understand its aims, objectives and scale. This will empower them to make an informed decision on whether to bid, or work in a partnership with others. It is a critical aim of the project's communications - to balance the need to have an open, transparent and competitive bidding process with a desire to have a proportional approach given that there will be relatively small number of successful applicants. We will use clear communications to optimise the quality and quantity of applications.
2. To communicate through the live running stage the ongoing activities of the Participants.
3. To communicate the Learning from the Challenge Fund through the publication and dissemination of the Initiative Learning Report.

In order to maximise the time available for communications and the application process we propose a staggered approach to marketing and communications that escalates from inception through to the application window opening. Our outline communications plan is below. This will be developed further during inception.

W/c	Activity
<b>3 Dec</b>	<ul style="list-style-type: none"> <li>• Agreement of overall messaging for communications</li> <li>• Confirmation of target organisations and relevant applicants</li> <li>• Confirmation of appropriate channels, tools and materials for audience, detailed timelines of content dissemination developed</li> <li>• Development of website begins, Q&amp;A, application process, contact methods</li> <li>• Marketing and promotion of the Challenge Fund launch date via social media and website, to warm up the market</li> <li>• Development and design of fund marketing information – packs, website info, social media, email content etc</li> </ul>
<b>11 Dec</b>	Obtain final approval of the communication and marketing strategy and assets from the Customer
<b>14 Dec</b>	Customer signs off communications and marketing strategy and assets
<b>17 Dec</b>	<ul style="list-style-type: none"> <li>• Communications and marketing activity commences via web, social media, and targeted communications</li> <li>• Applicants can register interest and book eligibility telephone call</li> </ul>
<b>19 Dec</b>	Guidance and FAQ final versions agreed
<b>3 Jan</b>	Fund opens for eligibility telephone calls and applications
<b>10 Jan</b>	Second marketing push
<b>24 Jan</b>	Third marketing push (depending on profile of applications)

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<b>31 Jan</b>	Fund closes
<b>11 March</b>	Applicants notified of outcome and feedback issued
<b>March</b>	Public communications around awards of funding (exact date to be agreed with Customer)
<b>31 March</b>	'Community of practice' to support peer-to-peer learning within the fund established
<b>April 19- April 20</b>	Work collaboratively with the Customer on any post-launch publicity and promotion
<b>April 19- April 20</b>	Dissemination of learning via: <ul style="list-style-type: none"> <li>• Thematic mid-stage webinars</li> <li>• Initiative Learning Report</li> </ul>
<b>April 2020</b>	Dissemination of Final Challenge Fund Learning Report via: <ul style="list-style-type: none"> <li>• Press release and activity</li> <li>• Fund website, Customer website, partner websites □ Social media</li> <li>• Mailing list</li> <li>• Learning event (DWP led)</li> </ul>

We will use our knowledge of and connections to the family and relationships sector (including voluntary, private, local authority) and relevant organisations **to identify relevant audiences and potential Applicants**, this includes: Digital support:

- Dissemination via connected organisations in this policy area, including EIF, Nesta and any DWP contacts
- Identification and targeting of existing digital networks
- Voluntary sector family and relationship sector networks
- Local government leads

Support for at risk families, dissemination of the fund via:

- Parenting UK network
- Relationships Alliance network
- Relevant All Party Parliamentary Groups (Couple Relationships, 1001 Days, Families in the Early Years)
- Regional Integration Leads for RPC
- Local Government Association
- Targeting Local Authorities in areas with high levels of out-of-work parents following ONS data
- Organisations campaigning around specific issues, organisations working with specific issues such as disability, longstanding illness and parental mental health. □ Through VCS intermediary bodies such as ACEVO, NCVO, CVSS, etc

We will aim to exclude from the direct communications areas which are not eligible, and be clear in information about the fund which areas are excluded.

We will work closely with the Customer to ensure that applicants give full consideration to their intended aims and target groups, and identify the main intended outcome measures and how they will evidence them. Clear links to the research conducted for the RPC programme and EIF review will be important in this respect, and we will ensure that the guidance materials for the Challenge Fund clearly signpost to appropriate evidence-based tools and measures from the outset.

We will use a combination of channels to promote the Challenge Fund to Potential Applicants, to ensure we reach the right organisations. We will primarily focus on targeted communications, as we know that this will be the best way to ensure the right organisations are aware of the fund.

- Targeted email communication (with opt-outs), providing succinct and easy to digest information about the fund, the requirements and key elements
- Dissemination via relevant multiplier networks, e.g. Relationship Alliance, APPGs, as identified above
- Social media will be used more extensively on the digital fund as those target organisations by nature will be better connected, but we recognise the limitations of digital channels with other sectors. Our Social media team will monitor all pages to ensure appropriateness of content. Our full range of channels will include:

A Challenge Fund Twitter account or feed such as #RPCFund. This can be linked to the DWP Twitter Feed. The conversation will be actively managed to ensure that relevant channels are followed and relevant conversations joined

- A Challenge Fund Facebook page and other channels such as Instagram etc.
- Online briefing sessions or webinar, suitably promoted via channels such as above
- Website, FAQ and helpline to respond to queries about the fund
- Working with DWP on any press release
- Attending and spacing at any relevant sector conferences held within the application period

Our experience of the sector shows that organisations response best when messages come through recognised intermediaries. We will therefore identify existing networks already used by Family Lives and Ecorys.

**We will align our communications and marketing strategy with the wider messaging developed by Customer in order to promote the Challenge Fund both prior to and post launch.** We know that the DWP’s key priorities are to increase the evidence base on what works to support disadvantaged families at risk of parental conflict with the aim of informing future policy and we will ensure we ensure this is clearly communicated in marketing messaging both prior to, and post, launch of the fund. Communications and marketing will reflect the key Customer messages: that the fund aims to support inter-parental relationships during the early years due to the potential reduction in cumulative costs across the rest of the child’s life, and that evidence indicates that children who grow up with parents who have a good relationship (whether separated or together) are able to manage conflict well, tend to have better health, emotional wellbeing and higher academic attainment. Dissemination of learning from the fund to local areas will help them support greater numbers of disadvantaged families at risk of parental conflict.

**[2.6.1] Grant and Programme Administration, Monitoring and Reporting**

Explain how you will effectively manage and monitor your delivery and that of Participants to successfully deliver the Customer’s requirements.

Your response should include as a minimum:

- Your approach to performance management activities as a whole;
- How you intend to manage your delivery and will support Participants in achieving their Milestones;
- The mechanisms you will have in place to ensure that delivery is in line with the Customer’s expectations; and
- How you will ensure that Participants for Initiatives under Digital Support respond iteratively to evidence in their Initiatives.

2 pages: weighting 8 = 64 marks

<b>Supplier Name</b>	<i>Ecorys UK</i>
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**Present your response at the top of a new page, within these pre-set margins in Arial font size 12 up to two (2) sides of A4.**

Our partnership will have an ongoing **robust and supportive approach to monitoring and performance management**. This will enable effective monitoring and reporting, identification of any risk of underperformance and mitigating accordingly, clarifying terms and conditions from the Grant Agreement and providing advice on gathering learning and evidence, evaluating outcomes and reporting and presenting the findings from the initiatives.

Our ongoing monitoring enables us to quickly identify if there is a risk of, or actual underperformance occurring. Early detection of underperformance will enable us to provide proactive recovery planning requiring either effective risk mitigation, major corrective action, payment suspension or recommendations to the Customer to invoke the Initiative Exit Plan.

Our approach to monitoring to **support Participants to achieve milestones** and objectives will run throughout the lifecycle of the Challenge Fund and will include:

- Grant application forms being designed with clear programme-linked milestone and outcome requirements and the review of these at assessment
- Ensuring that these milestones and outcomes are included in grant agreements
- Ensuring that live Initiatives are given clear instructions and guidance on the monitoring information regarding deliverables and milestones that must be returned; as well as when and how monitoring forms should be submitted
- Putting appropriate protocols in place to deal with missing or late monitoring information, and that support is available to Participants to help them deliver milestones and outcomes as contracted
- Ensuring that where appropriate, grant payment recommendations to Customer are directly or indirectly linked to the deliverable of outcomes and milestones. We will put in place support-based corrective actions for all failing projects.

A Participant Support Function will be provided for the duration of the Challenge Fund. Each Participant will be allocated a named Case Manager who will provide the Participant Support Function for them and be their single point of contact for all queries as well as to: support their performance; discuss progress; recommend payments and manage their grant agreement. All queries will be responded to within five working days. Upon the commencement of each Initiative, the Case Manager will conduct a set-up phone call to clearly explain the monitoring, payment, learning, evidence, reporting and audit requirements of the Fund to each Participant. This will be supplemented by comprehensive written guidance material for Participants to refer to throughout the life of their Initiative. During their Set-Up call, each Participant will be further reminded of their requirements for their Initiative Exit Plan and given any advice or support needed to ensure the plan is submitted within one month of the commencement of their grant agreement.

Delivery management will be based around a schedule of deliverables for each Participant reflecting their application and grant agreement. This schedule will include their short term outputs and longer term outcomes profiled on a monthly basis.

To ensure that **Participant activity meets DWP expectations**, we would adopt a proactive approach to monitoring throughout the life of the Initiatives, rather than on a 'by request' basis. This would enable early identification of risks and issues and allows for a robust relationship to be established with the Participant. Offering advice and guidance enables monitoring data to be correctly submitted and creates a dialogue so the Participant can share where things may not be working as well or where they may need further support.

Monthly telephone catch ups to review performance, provide advice and guidance and review risks will be held with the Participant and a detailed monitoring and data report will be submitted by them to us quarterly. Payments will be aligned to the achievement of their milestones reported and evidenced on a quarterly basis. The core team will identify if there are common areas of support needed across Participants and provide further support such as bespoke guidance and webinars if appropriate and proportionate.

Regular performance and data reports will be analysed by the Case Manager and the progress of the Initiative will be monitored against the deadlines, outcomes and financial profile as per their grant agreement. Areas of underperformance will be highlighted and if necessary, improvement or recovery actions agreed between the Case Manager and the Participant. If further escalation is required then this will be discussed with the Customer.

Subject Matter Experts from within our partnership may be consulted where the issue is highly technical or where specialist expertise is required. Corrective action could include a re-profiling of the project; a change to collected data; or more frequent reporting. As a last resort, grant reduction or withholding can be considered for projects which do not respond to requests for corrective action.

We will establish a fit for purpose fund management Ecorys built Excel database which will hold key forecast, contracted and actual delivery for each initiative and for the Challenge Fund as a whole. This will be the key MIS tool for the core team, and will enable effective on-going management, monitoring and reporting. To measure performance of Participants we will review their progress against the deadlines, outcomes and financial profile as per their grant agreement and other factors such as quality of reporting and overall responsiveness and assign all initiatives with a risk rating. We will keep track of the risk ratings by tracking through our internal management systems, which are continually reviewed by the Case Manager.

We will **monitor our own delivery** by holding monthly management meeting involving the core leadership team including Ecorys and Family Lives. The leadership team will review the outputs delivered in the preceding period and oversee plan for the forthcoming period we will also review progress against the grants management budget, allocate staff resources as required and consider any Customer or Participant Feedback.

**Participants under Digital Support will be required to respond iteratively to the evidence in their Initiatives.** We will understand their project management plans through an Agile lens meaning we will agree ongoing regular touch points where they will deliver a minimum viable product (MVP) in the style of sprints. A Sprint output for example may be a mock up or prototype of a new web feature. At each touch point we will review what has worked well and what hasn't and what changes they intend to make to their MVP based on this learning and evidence ready for the next planned touch point and the next iteration of their MVP. Their Case Manager will schedule their ongoing monitoring in agreement with the Participant's Initiative project plans and link the monthly phone call to agreed touch points and metrics e.g. audience response data or feedback. This may require the phone call to take place more frequently. Our approach to these projects will prioritise flexibility and ensure rapid turnaround to provide the opportunity to review emerging evidence and respond accordingly. It will also help to disseminate any key learning and ensure that it is reflected through future milestones.

**[2.7.1] Initiative Learning Reports & Final Challenge Fund Learning Report**

Please describe your approach to learning and evidence gathering and how you will ensure that the Final Initiative Learning Reports produced by Participants and the subsequent Final Challenge Fund Learning Report is of a standard that is acceptable to the Customer.

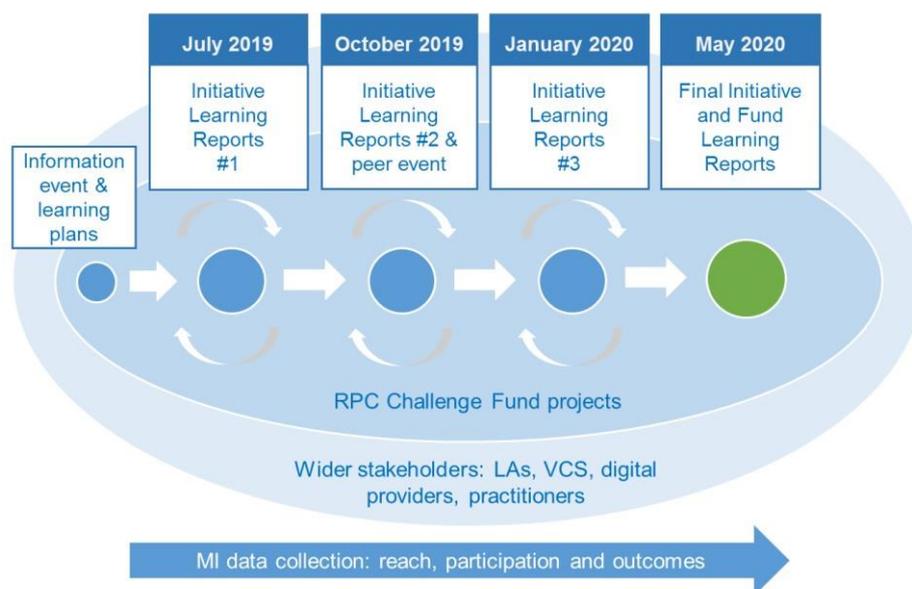
Your response as a minimum must include:

- How you will work with the Customer to design a proportionate approach in gathering learning and evidence from the Initiatives;
- How you will support Participants to develop clear, measurable critical success factors for their Initiatives, including how Initiatives for Digital Support respond iteratively to evidence;
- How you will ensure that each Initiative produces a Final Initiative Learning Report on outcomes and evidence (including numerical data if available); and
- How you will gather evidence from all Participant’s Initiatives on an ongoing basis and feed this back to the Customer in monthly progress updates. 3 pages: weighting 30 = 240 marks

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**Present your response at the top of a new page, within these pre-set margins in Arial font size 12 up to three (3) sides of A4.**

We will structure our learning and insight activities using an ‘action learning’ approach, to capture and share the evidence among Participants, and to engage internal and external stakeholders for the RPC programme. We will disseminate through the Initiative Learning Reports, a thematic webinar, and a Final Challenge Fund Learning Report. All dissemination activities will be nested within our over-arching Communications and Marketing Strategy. Our approach is proportionate to the grants being received and the capacity of the Participants.



### Development of a learning and insight framework and data collection tools

The development of the learning and evidencing arrangements will start at Fund application stage. We will work closely with the Customer to ensure that applicants give full consideration to their intended aims and target groups, and to identify the main intended outcome measures and how they will evidence them. Clear links to the research conducted for the RPC programme and EIF review will be important in this respect, and we will ensure that the guidance materials clearly signpost to appropriate evidence-based tools and measures.

Post assessment stage, we will meet with the Customer to develop a suitable monitoring framework for the selected Initiatives, containing clear, measurable critical success factors, and accompanying light-touch data collection tools. We welcome collaboration with the Independent Evaluator in these discussions. As a minimum, we would aim to capture data from Participants enabling an assessment of reach, participation, and outcomes. Specifically:

- **Service user characteristics** – we anticipate that it will be possible for Participants to collect standard data on user characteristics, to assess take-up, and to provide quarterly descriptive statistics for the Challenge Fund. This might include family and household characteristics, ethnicity, employment and income status, and child vulnerability measures such as SEN and CIN status, and Free School Meals (FSM) eligibility.
- **Activity data** - it will also be necessary to collect activity data, to test ‘what works for whom and under which circumstances’ (SoR, p.22). This will require Participants to report on the types and duration of support or interventions received. A further set of metrics will be required for the Digital Support projects, incorporating web analytics and user testing and user satisfaction data for the digital channels.
- **Service user outcomes** – finally, it will be important to set in place mechanisms to capture service user feedback to gauge satisfaction and outcomes. These might be captured using routine user assessment and monitoring and / or through light touch

surveys. We will explore the possibility to include some common outcome measures, to allow for data aggregation across the Initiatives.

To ensure that each Participant receives tailored advice, we will assign a designated member of our Partnership who will work with them to develop an individual **Learning and Insight Plan**. The assigned expert will assist Participants with setting out the Theory of Change for each Initiative, framing key research questions, and advising on the selection of outcome measures and tools. We will draw on the collective expertise within Ecorys and Family Lives to match each Initiative with an expert who can provide the best mix of expertise. The experts will have contact with the Participants at least monthly

### **Community of Practice for the Challenge Fund**

We understand the importance of supporting peer-to-peer learning within the Challenge Fund, and we propose to offer a series of opportunities for face-to-face and online communication to establish a Community of Practice around the fund:

- We will aim to engage Participants at the earliest opportunity to embed the framework and monitoring tools at an initial **information session** (as part of the DWP led events). This will be a one-day event held in a central location, incorporating a mixture of expert presentations; thematic discussion groups and networking for Participants, along with guidance and practical support on self-evaluation. The event will aim to provide a platform for collaborative working.
- We have planned to host a further **peer-to-peer learning event**, bringing Participants together to reflect on the lessons learned from setting-up and implementing the Challenge Fund Initiatives to share experiences and examples. The event will include short presentations by members of our Partnership and by Participants, along with workshops to explore emerging themes in further depth.
- We anticipate that an **online user forum** such as Yammer will provide an effective way for Participants to communicate on an ongoing basis within a secure environment to develop peer to peer knowledge. This would also provide a platform for updating on emerging findings from the wider RPC programme and other research, including the Customer's research into online trends for relationship behaviours. Ecorys is highly experienced at managing online forums, including the hosting of a Virtual Learning Environment for the Improving Futures programme, and on the EPALE platform.

### **Initiative Learning Reports**

We will gather learning in a timely manner to inform the Performance Monitoring and Learning Reports delivered to the Customer in July and October 2019 and January 2020, and ensure that the findings are sufficiently robust to undertake external dissemination. In between these quarters we will provide a monthly summary based on monitoring and learning telephone calls with Participants, which will feed into wider programme monthly reporting. We will agree the format with the Customer, but anticipate the following main elements within a short narrative template of between 3 and 4 pages provided by each Initiative:

1. Short update on activities completed and progress against the work plan, including numerical data to illustrate the number and profile of families engaged
2. Key issues and challenges arising, and how these have been addressed
3. Systems learning – governance and partnership arrangements, and the extent to which Participants have been able to secure buy-in at a local level

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4. Effectiveness of the funded activities, including an overview of user outcomes and how these were measured, and anonymous case study examples.
5. Proposed adjustments or modifications to project activities.
6. It will be important to ensure that the quarterly reports are grounded in the Learning and Insight Plan for each Initiative, to encourage a reflective approach. We will conduct a follow-up telephone call with each Participant, to provide additional support and challenge.
7. Final Initiative and Challenge Fund Learning Reports
8. The final reporting requirement is to collate a full set of Final Initiative Learning Reports from the funded Initiatives under the Digital Support and At Risk Families strands, and to draw upon these outputs alongside the learning materials and data collected over the duration of the Challenge Fund to draft a consolidated final report. All outputs will be fully quality assured and compliant with Annex E in the SoR:
9. Final Initiative Learning Reports - we will liaise with Participants in December 2019 to share a draft reporting template, and to discuss the requirements. Each Participant will be supported to draft a final summative account, drawing upon the data collected over the grant period to address the research questions framed in their Learning and Insight Plan. These reports will include critical self-reflection on what worked or did not work and why, along with recommendations for further testing or trialling. Each report will be accompanied with a final data output, using the agreed metrics. We will issue deadlines to allow sufficient time to respond to comments or requests for further data, if needed. We will align an element of grant payment to ensure these are submitted on time
10. Final Challenge Fund Learning Report – the final report will be based on a synthesis of the data gathered by our Partnership over the grant period. We will draw upon the Final Initiative Learning Reports and supporting MI (numerical) data to conclude on the effectiveness and outcomes of the Initiatives under each strand, and to distil the lessons learned for policy and practice. The report will include the following elements:
  11. background to the Challenge Fund and the supporting evidence base, including how this has evolved since commissioning stage;
  12. an overview of the projects and their characteristics, including any emerging typologies or themes from implementation
  13. an account of what was delivered, how, by whom, and at what cost, including a descriptive analysis of the user groups, to assess reach, participation, outputs and outcomes, with attention to socio-demographic characteristics and activity types, as far as the monitoring data will permit
  14. a comprehensive account of the successes, failures and lessons learned by each initiative, for each strand, and for the overall Challenge Fund
  15. conclusions and SMART recommendations for policy and practice, triangulated with wider research and learning from the RPC programme
  16. finally, we will also provide a final comprehensive account of the work of the
  17. Partnership (Supplier) in setting up and managing the Challenge Fund, and a critical self-assessment of challenges, successes, and lessons learned.

Report drafting will be overseen by the lead for the Learning and Insight strand of our Supplier offer, at Director Level and drawing upon the considerable policy and thematic expertise within supporting team from Ecorys and Family Lives. We will ensure that draft outputs comply with the timetable in the SoR, with a first draft in April 2020, and final version by May 2020. We will actively support the Supplier with external dissemination of the final results from the Challenge Fund, via our networks and web and social media channels. Ecorys has extensive in housedesign and digital/non digital publication services so can generate publication-ready reports.

### **2.9.1 Draft Resource Plan**

**Our draft resource plan includes:**

- 1. A summary of the expected inputs from each grade deployed on the contract, by phase**
- 2. Key individuals input in terms of how much of their overall time allocated to the challenge fund.**
- 3. A draft structure chart of the delivery team**

**1. Team input summary by Phase**

Our Title	Framework equivalent title	No Days Set up (to end Feb 2019)	No. days live running	No days Initiative learning report
Technical Director	Managing consultant	8	8	4.5
Associate Director	Principal Consultant	23	40	13
Senior Grants Managers/Assessors	Senior consultant	64	56	14
Senior Communications Consultant	Senior Consultant	11	9	5
Grants Managers	Consultant	29	59	14
Grants Administrators	Junior Consultant	23	64	8
Web page build	Senior Consultant	19	7	1
ICT systems	Senior Consultant	4.5	16	0.5
Grants Software set up	Principal Consultant	16		0
<b>TOTAL DAYS</b>		<b>197.5</b>	<b>259</b>	<b>60</b>

**2. Key individuals input as % of their total working time (approx.)**

Our Title	Team member	% of overall working time (set up phase)	% of overall working time (live running phase)	% of overall working time (Initiative learning report phase)
Managing consultant	<b>REDACTED</b>	8 days out of 50= 16%	8/240= 3.33%	4.5/40 = 11.25%
Principal Consultant	<b>REDACTED</b>	16/50= 32%	30/240= 12.5%	9/40 = 22.5%
	<b>REDACTED</b>	7/50= 14%	10/240= 4.2%	4/40 = 10%

Senior consultants-grants	REDACTED	40/50= 80%	32/240= 13.3	4/40 = 10%
Senior Consultant-Initiative learning	REDACTED	4/50 = 8%	12/240 = 5%	5/40= 12.5%
Senior Consultant-Initiative learning	REDACTED	4/50 = 8%	12/240= 5%	5/40= 12.5%
Senior Communications Consultants	REDACTED	8/50= 16%	6/240= 2.5%	3/40= 7.5%
	REDACTED	3/50= 6%	3/240= 1.25%	2/40= 5%
Consultants - Grants Managers	REDACTED	10/50= 20%	20/240 = 8.33%	5/40= 12.5%
	REDACTED	10/50= 20%	20/240 = 8.33	5/40= 12.5%
Digital Advisor	REDACTED	9/50 = 18%	19/240 =8%	4/40= 10%
Grants Administrator	REDACTED	23/50 = 46%	64/240 = 27%	8/40 = 20%
Web page build	REDACTED	19/50 = 38%	7/240 =3%	1/40= 2.5%
ICT systems	REDACTED	4.5/50 = 9%	16/240= 6.7%	0.5/40= 1.25%
Grants Software set up	REDACTED	16/50= 32%		0
TOTAL DAYS	REDACTED	197.5	259	60

**Team Structure Chart**

REDACTED

**CLARIFICATIONS:**

**Reducing Parental Conflict – Challenge fund – Tender Clarifications Bidder 1**

Tender Question Number	Section	DWP Clarification	Bidder 1 Response
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<p>2.4.3</p>	<p>Assessing Applications to the Challenge Fund</p>	<p>How will you ensure you are going to illicit the right applications from the Digital sector in particular and what expertise shall be used</p>	<p>We would circulate information on the grant fund across key networks including;</p> <ul style="list-style-type: none"> <li>• DWP contacts. This could include current DWP and government Digital suppliers as well as the many digital companies on DWP or other Government Digital Framework such as G-Cloud which hold several thousand suppliers. We would want this to be well targeted to optimise applications</li> <li>• NESTA digital innovation networks and other existing networks, identified through a period of market analysis conducted early in the project</li> </ul> <p>Varied digital marketing approaches will be utilised to drive targeted applications. Initial research, networking of target organisations will be carried out and then strategies defined for the best approach for targeting. A test and learn methodology will be applied to optimise this targeting, ensuring focus, budgets are applied to those channels producing the optimal number/quality of applicants.</p> <p>At application design and assessment stage The expert digital team at Ecorys will utilise their accumulated knowledge to first specify and then assess and validate the digital strategies and proposals from the applicants. They will be looking for strategies that contain actual target data e.g. Google search volumes against relevant keyword selection, or Facebook demographic targeting data etc. They will assess the selection methodology of communities, outreach process, online PR or influencers and their relevance and success criteria. They will also assess the applicants understanding/approach of current digital developments and the knowledge of their sector/target audience.</p>
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<p>2.5.1</p>	<p>Communications and Marketing</p>	<p>You have noted that you shall use webinars and other digital platforms for your Communication and Marketing strategy – How will you evaluate and measure this is reaching the right audience for the Digital sector and why was this the preferred route as opposed to holding face to face events</p>	<p>We feel a primarily digital route is more appropriate for a number of reasons:</p> <ul style="list-style-type: none"> <li>• Digital events are easier to access for organisations across whole country enabling us to engage more people at lower cost (for both us and those attending) and easier to convene within the tight timeframes. They are much more flexible on when they can be held and once recorded can be accessed by people at any time.</li> <li>• Those working in digital sector will be well used to this form of delivery</li> <li>• We can ensure only relevant and eligible organisations sign up for the online sessions/webinars – through expression of interest or pre-registration and we can gather data on their sector, size etc at point of registration.</li> <li>• Content can more easily be updated and amended in an iterative way that responds to feedback</li> <li>• Webinars can include question and answer sessions both in real time and via FAQs</li> </ul> <p>Partnership development and networking can also be encouraged via digital engagement. Subject to consent we can share details of those attending and those who are interested in forming or joining consortia or partnerships.</p> <p>We will monitor and evaluate the impact of this approach by:</p> <ul style="list-style-type: none"> <li>• Monitoring the registration of applications , including asking applicants how they heard about the scheme</li> <li>• Monitoring the number of take ups, registrations of webinars against targets and analysing who is attending</li> <li>• Asking attendees for feedback</li> </ul>
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			<ul style="list-style-type: none"><li>• Analysing web traffic, referral routes etc,</li></ul>
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			<input type="checkbox"/> Analyse the reach and impact of social media posts by monitoring Retweets, Likes, Shares and comment
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<p>2.6.1</p>	<p>Grant and Programme Administration, Monitoring and Reporting</p>	<p>Could you please clarify how your Digital agile approach will operate in more detail</p>	<p>The benefits of an agile project management approach in comparison to a more traditional (waterfall) approach is that it is iterative and incremental and so enables products to go into operational use at an earlier point, with ongoing rounds of testing and frequent updating. This is particularly relevant in relation to the digital support strand where it would not be sensible to wait for the ‘perfect’ final product before it is tested on users. Indeed, a “final” product in the digital age is never arrived at as products are continually reviewed and upgraded. We would expect the digital support participants themselves to operate an agile project management method, and we would support them to do so through providing appropriate advice and guidance on the agile programme management methodology if this is required. We would review the suitability of the applicant to work in this way for the digital stream as part of the assessment process looking at their agile project management approach and track record.</p> <p>We would also adopt a mirror agile grant management approach to ensure that the digital support participants respond iteratively to the emerging evidence from user testing. We will ask them to develop an agile project management plan, breaking down the product they are developing into a series of work items, identifying the minimum viable product (MVP) for each work item and the time period (or sprint) over which they will work towards the completion of the MVP.</p> <p>We would stipulate that digital projects must be managed under an ongoing iterative approach with a constant cycle of identifying what will be covered in the sprint run by the project manager – building/producing this – releasing the MVP for users – gathering user feedback/learning – review – back to identifying what will be covered in the sprint run.</p> <p>We envisage that we would support more ‘runs’ of this cycle at the start of the project and as the digital product is continuously improved and tested, to fewer ‘runs’ towards the end of the project. This approach enables a digital product to be launched to market much sooner and refined and improved on an ongoing basis, gathering valuable feedback and learning and incorporating this in each iteration.</p>
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			<p>We will monitor progress by agreeing ‘touch points’ linked to each MVP. These touch points would consist of telephone or online communication where their case manager would review what has worked well, what hasn’t and what changes the participant intends to make to their MVP based on this learning in order to move towards a more finalised product. The timetabling of these calls would not be fixed but would respond to the timetabling of the sprint in order to review emerging evidence and help the participants plan accordingly. It will also enable us as grant managers to more easily amend future milestones to take account of what is actually happening on the ground in real time (and hence informed by users) rather than being constrained by milestones that are no longer relevant. We will also be able to quickly identify key support needs from the digital participants and respond rapidly to these.</p>
<p>2.7.1</p>	<p>Initiative Learning Reports &amp; Final Challenge Fund Learning Report</p>	<p>Can you provide more clarity on how the digital learning shall be incorporated and what is meant by ‘user testing’</p>	<p>We anticipate working with the Digital Support projects to ensure that they have appropriate arrangements to monitor engagement, service use and outcomes, but also to ensure that the learning from the different stages of digital ‘product’ development and testing is captured and disseminated. In this way, we will ensure that we are documenting the use of social tech within the Challenge Fund, and drawing out transferable learning for future digital programmes.</p> <p>Digital learning will be captured through structured feedback by projects to inform the Quarterly Initiative Learning Reports, and the Final Initiative Learning Report. We also anticipate working collaboratively with the Independent Evaluator for the Digital Support projects, to draw-out key messages from their work. This will potentially include more in-depth exploration of service user experiences and outcomes through surveys or interviews, which may be conducive to producing case studies for dissemination.</p> <p>We understand ‘user testing’ to describe the processes through which the Digital Support providers engage service users in the course of developing and refining their digital solution. We would seek to capture this learning from the projects, rather than from end users directly. By way of example, Ecorys is currently working with the grant funded projects as part of the Comic Relief Tech vs Abuse grant funded programme to map the ‘product journeys’ taken by each provider. This has helped to extract learning</p>

			about the inclusion of user testing approaches, and their effect on product development and end user experiences.
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Supplier Commercial Envelope Pricing

**REDACTED**

RPC Challenge Fund  
Annex C Pricing Ecory

OFFICIAL – SENSITIVE

**CALL OFF SCHEDULE 16: AUTHORISED PROCESSING TEMPLATE**

1. The contact details of the Customer Data Protection Officer is:  
POST TENDER
2. The contact details of the Supplier Data Protection Officer is: POST  
TENDER
3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Schedule.

<b>Contract Reference:</b>	<b>RPC CF DP 1</b>
<b>Date:</b>	
<b>Description Of Authorised Processing</b>	<b>Details</b>
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Processor.
Subject matter of the processing	Post tender
Duration of the processing	From Commencement Date though to Expiry of Call Off.
Nature and purposes of the processing	The Supplier to Determine the Nature and Purposes of the processing under Data Protection Legislation.
Type of Personal Data	Not Applicable

**CALL OFF SCHEDULE 17: OFFSHORING**

**1. Supply of the Services**

1.1 While not in any way limiting any other provision of this Call Off Contract, in delivering the Services the Supplier and any of its Sub-Contractors, shall comply with the DWP Offshoring Policy. The DWP Offshoring Policy shall apply to Landed Resources.

**2. Protection of Information**

2.1 In accordance with the DWP Offshoring Policy and while not in any way limiting any other provision of this Contract, the Supplier and any of its Sub-Contractors, shall not offshore Customer Data outside the United Kingdom without the prior written consent of the Customer, and where the Customer gives consent, the Supplier shall comply with any reasonable instructions notified to it by the Customer in relation to the Customer Data in question.

2.2 Where the Customer has given its prior written consent to the Supplier to process, host or access Customer Data from premises outside the United Kingdom (in accordance with paragraph 2.1 above):

- a) the Supplier must notify the Customer (in so far as they are not prohibited by Law) where any Regulatory Bodies seek to gain or has gained access to such Customer Data;
- b) the Supplier shall take all necessary steps in order to prevent any access to, or disclosure of, any Customer Data to any Regulatory Bodies outside the United Kingdom unless required by Law without any applicable exception or exemption.