

SCHEDULE 1

Service Solution

Non Spoken language Services

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3SD1. Methodology for delivering face-to-face and remote non-spoken interpretation services

REDACTED

1. Allocating Non Spoken Language Professionals (NSLPs)

REDACTED

2. Ensuring National Coverage

REDACTED

3. Keeping requestors informed on progress

REDACTED

4. How services will be provided

REDACTED

5. Ensuring availability during and outside normal working hours

Clarion UK has an extensive and loyal database of freelance NSLPs in addition to our 6 employed and 4 associate BSL Interpreters.

We have established robust working relationships with all of our NSLPs. This will ensure high fulfillment rates at any time of the day or night. We will ensure NSLP availability through:

- Employing Staff and Associates whose time we have complete control of;
- Offering fair rates of pay and terms and conditions;
- Offering a rota system so that interpreters are guaranteed priority for the Bookings if they are on our rota for the week;
- We will not offer retainers for out of hours as the loyalty to Clarion UK is enough to keep them engaged;
- The Booking system is proactive in that it identifies diary swaps and identifies who has been cancelled, ensuring maximum availability.

6. Dealing with each Urgency Type

We will deal with urgent Bookings as follows:

Urgency Type	Definition
UT 1	Services required within 3 hours of the Booking Commissioning Bodies will contact us via the Freephone Helpdesk for all UT1 Bookings. These requests will be actioned immediately by your dedicated Booking Co-ordinators who take the required information from the requestor and input this directly into CBS. They will follow the same process as described above in paragraph 4; however time and expediency will be of the essence. One Booking Co-ordinator will be allocated to focus solely on this assignment to ensure fulfilment.
UT 2	Services required after 3 hours but within 24 hours of the Booking. Commissioning Bodies will contact us via the Freephone Helpdesk for all UT1 Bookings. These will be actioned immediately by your dedicated Booking Co-ordinators who take the required information from the requestor input this directly into CBS. They will follow the same process as described above in paragraph 4; however time and expediency will be of the essence. One Booking Co-ordinator will be allocated to focus solely on this assignment to ensure fulfilment.
UT 3	Services required on or after 24 hours but within 5 calendar days of the Booking. These are classed as standard Bookings to Clarion UK and can be handled as in paragraph 4 above.
UT 4	Services required 6 days or longer after the Booking. These are classed as standard to Clarion UK and can be handled as in paragraph 4 above.

3SD2. Methodology to minimise Non-Fulfilment

We achieve industry-leading fulfilment rates through established and loyal pool of over 850 Non Spoken Language Professionals (NSLPs). We offer excellent terms of business, fair pay rates, training and career development opportunities, and the support, guidance and mentoring of leading professionals within the industry.

1. How we find replacements where the NSLP cancels or fails to attend

Booking Co-ordinators use their expertise alongside the online Booking service (CBS), to fulfil such a Booking through the rigorous application of our operational Priority Processes:

- Intuitive CBS platform and built-in Google maps aids diary management by Booking officers, highlighting appropriate assignment and NSLP changes to fill the assignment
- Cancelled interpreters are retained by us for allocating into unfilled or short notice Bookings on the dates they were originally booked for. We have an average of 10 cancelled Bookings each day for immediate NSLP redeployment into unfilled and short notice assignments
- Making personal calls to ascertain interpreter availability rather than email or SMS alerts
- Widening our search to 100 miles, then nationwide after 5 days, in agreement with the client
- Where appropriate, a staff or associate NSLP will be reallocated out of non-legal Bookings and replaced with a community interpreter (these are easier to fill)
- Suggesting Video Remote Interpreting as alternative and where appropriate.

2. Notifying Commissioning Bodies (CB) and taking appropriate action to fulfil

We follow the action above to fulfil Bookings, whilst communicating with CBs as follows:

- **Urgency Type 1: Within 3 hours:** Inform CB by designated email or phone every 30 minutes by designated email or phone
- **Urgency Type 2: Within 24 hours:** Inform CB by designated email or phone every hour
- **Urgency Type 3: Within 5 days:** Inform CB by designated email or phone every day
- **Urgency Type 4: 6 days or longer:** Update CB by designated email or phone every week.

In the rare case that a Booking cannot be fulfilled, the Commissioning Body will be notified in writing and by phone within the timescales specified above.

3. Engaging with Language Professionals to remove barriers leading to non-fulfilment

We proactively engage with Language Professionals to learn from, understand and remove the barriers to fulfilment. We do this by:

- Meeting with regional ASLI and Visual Language Professional (VLP) groups
- Holding local interpreter forums
- Participating in electronic chat groups
- Carrying out annual electronic NSLP surveys

These methods will be used to identify why suppliers may not engage with us and to put in place measures to encourage engagement including relevant training where required. We will provide “post-qualified” training throughout the UK in Manchester, Birmingham, London, Cardiff, Newcastle and Bristol on Court, Family Courts, Magistrates Courts and police interpreting. Training covers bail procedures, plea directions, trial, verdict and sentencing. Our “Introduction to Court Interpreting” covers theoretical, practical, logistical, linguistic, protocol and dilemmas. “Police Interpreting” covers police and legal procedures, PACE, safe working practices, video and written records, and the interpreter statement. From our last engagement and training initiatives, we increased our Language Professional resource within these domains by 124. Our continuous trend analysis enables us to instigate future, regular appropriate training and outreach work, engaging with Language Professionals and training organisations to learn from, understand and remove the barriers which contribute to non-fulfilment.

4. Key challenges to minimise non-fulfilment and our proposed measures to minimise

We will produce monthly reports and statistics on our fill rates in accordance with the Service Specification. This information will allow us to accurately inform on the 9 key reasons for non-fulfilment of assignments – the challenges – and how we effectively address each.

1. Commissioning Bodies not providing enough notice when it is within their gift:

Action to minimise:

- NSLPs advise us of follow on hearing dates so we are prepared in advance
- Provide training to CBs to understand the lack of resource and importance of early notification
- Nurturing and maintaining strong client relationships and managing these effectively to support CBs in accessing the service and allowing us to make it seamless and easy for them
- Offering our industry expertise, competence and support to CBs, guiding them every step of the way in accessing and receiving services.

By using our baseline data on Booking notice from courts, we will ensure Commissioning Bodies are informed on areas of bad practice which may cause barriers to fulfilment. We will advise on:

- a) Measuring and recording the location, reason, date details and impact of routine for any known assignments that come through at the last minute
- b) Analysing data to pinpoint hotspots
- c) Feeding back to client and CB and managing behaviour change through learning and information sharing – such as the significant difference giving us notice for the Booking makes.

2. CB requesting the wrong type of NSLP

If a Booking for a Deafblind interpreter instead of BSL interpreter is received, which results in wasted time in sourcing the wrong type of Non-Spoken Language Professional, meaning either the wrong type of service is commissioned, or where the CB do in fact realise the error, this leads to limited time for us to then source the correct support.

Action to minimise this occurring by ensuring:

- Our Booking Co-ordinators are experts in the field of non-spoken communication support and will provide advice to the CB on the appropriate support required.
- When a Booking is received – either through our online Booking service or via email, phone or fax - your dedicated Booking team will review the requirements for errors or inconsistencies which may alert to the fact that the wrong support has been requested.
- The team will make contact to discuss the exact requirements and ensure that the correct NSLP is booked.
- Your Booking service portal is designed specifically to minimise error by providing accurate and clear information.
- The website provides information on the different types of support and when they are needed.
- , Wall charts will be provided, detailing how to identify different services, accompanied with information leaflets such as “How to use a BSL Interpreter”.
- Commissioning Body staff are trained through annual Deaf Awareness sessions.

3. Not enough suppliers:

Action to minimise this occurring by ensuring the same reporting methodology is used to identify regions of risk from unfulfilled trends; currently these are Norfolk, South West, Wales and Northern Scotland. In areas of risk, we train associates, employ staff, offer retainer contracts, or identify a possible SubContractor who meets our same high standards. We also identify those interpreters that have two geographical bases so that our searches cover those who travel between.

4. NSLPs double-Booking or cancelling:

Action to minimise: Our T&Cs and Booking confirmations to NSLPs have cancellation clauses: *“if you cancel with less than 5 days’ notice you must find a replacement”*. We identify offenders, and warn and implement a “three strikes and out” policy resulting in removal from our database. We also have a financial penalty for non-arrival: Implemented in 2015, the penalty scheme has resulted in 100% improvement in “Did Not Arrives”.

5. Exceptional events causing operational staff to delay Bookings:

Action to minimise: We work proactively to eliminate Booking service down time. A detailed risk analysis, together with robust Business Continuity Processes, eliminates disruption and ensures 100% availability of service.

6. Travel problems:

Action to minimise: Ensure the monitoring of travel disruption information and adverse weather conditions and forecasts; for example TfL live status and delay alert service and use of the Environment Agency's flood warning service to receive Flood Alerts, Flood Warnings and Severe Flood Warnings. This allows

us to warn NSLPs and implement contingency arrangements where necessary. All Booking confirmations to Non-Spoken Language Professionals specify a requirement to arrive 15 minutes early, and each is therefore encouraged to plan their route and set off in advance as appropriate to their location.

7. Surge in demand:

We have experienced significant spikes in demand during the last 12 months, through numerous contract awards, improvement in the economic market since the recession, lessening its impact and resulting in increased client demand.

Action to minimise: Clarion UK analyses client trends year on year, between contracts and within contracts. We use these statistics to carry our targeted recruitment campaigns.

8. Rare non-spoken languages requested:

These Bookings run a higher risk of non-fulfilment due to the lack of resource within the industry.

Action to minimise: Ensure suitable alternatives are available. Hard to source suppliers for Foreign Sign Languages are subject to intense recruitment through all channels. Through a targeted Eastern European Sign Language campaign involving social media, meetings with key interpreters and 1:1 meetings we increased our pool from 12 to 25 last year. Ensure industry specific knowledge is used to, increase fulfilment and add value to this Contract.

9. Incorrect Specification of requirements:

This adds time to the Booking process as information may need to be clarified or altered to get the correct service. It also means that the incorrect support is provided. Action to minimise: We engender a “Right first time” behaviour across our clients, supporting them with training, guidance and learning tools at the Transition stage to understand and provide the necessary information at the first opportunity, thereby identifying potential conflicts at an early stage.

3SD3. Process for managing delays to delivering Bookings

Delays will be managed as follows:

1. Notifying Commissioning Bodies of delays

On joining our pool of suppliers, each Non-Spoken Language Professional (NSLP) is provided with our terms and conditions of business and a Handbook which details our expected standards of service and the working practices we expect each to follow.

Our philosophy, supported by the issue of ‘Induction packs’, is to educate on delays before they happen. Here is a view of our induction pack with a proactive approach to time management “make every effort to arrive at least 15 minutes prior to the assignment”.

8. Working Practice

The interpreter will be guided by NRCPD or ASLI professional codes of conduct. The interpreter should be guided by the ethical demands of the professional arena in which the assignment takes place. The interpreter will make every effort to arrive at least 10 to 15 minutes prior to the assignment time. Should either the hearing or deaf client not have arrived for commencement of the assignment the interpreter should wait for 20 to 30 minutes before leaving. Cancellation fees will then apply.

Interpreters arriving late for, or departing early from, a booking may be deemed in breach of contract and may forfeit their fee. The interpreter has the right to withdraw their services if an assignment is substantially different from that described at the time of the booking and if they feel that to continue to work would be detrimental to their own wellbeing and professional standing or if they feel that to continue working would not be in the best interest of the client.

Interpreters have a responsibility to inform Clarion at the earliest opportunity if sickness will prevent them from attending a booking. We can be contacted by text on 07885 553013, by email to office@clarioncall.net or call us on 01763 209001. Likewise if the interpreter experiences any travel delays they must contact Clarion as early as possible so that Clarion may contact the customer and manage their expectations.

Clarion will endeavour to provide the interpreter with written confirmation and details no more than 2 working days after verbal or email confirmation.

9. Protection of Clarion's contracts and interests

It is strenuously stipulated here when undertaking any level of work for Clarion that respect is shown to our contractors and clients at all times.

Furthermore, there should be no attempt to enter into private consultation or arrangement with such contractors or clients that would threaten, undermine or harm Clarion's interests and respect that such contracts, for which your services are bought, belong solely to Clarion.

All Booking confirmations to NSLPs specify a requirement that they arrive at least 15 minutes early in order to find the exact venue, make introductions, familiarise themselves with the surroundings and make any necessary adjustments to aid communication support.

We encourage each to plan their journey properly and to leave in good time to ensure they are not late.

Booking confirmations also include a clause on informing us immediately of any potential or actual delay, and also include the assignment site contact details for direct liaison. Immediately we receive notification of a lateness, we will liaise directly with Commissioning Body representatives to make them aware.

All details are entered by your Booking team directly into our CBS Booking service. CBS will provide notifications immediately in automated emails to the Commissioning Body designated email address, in addition to an immediate phone call to the Commissioning Body representative from our team.

2. Process for NSLPs to liaise directly with assignment site on delay

NSLPs are required to take their Booking confirmation and timesheet to every assignment. This includes information on time and venue, but also, importantly, provides the contact details of the Commissioning Body representative at the Booking site. The Booking confirmation states that the NSLP must notify both this representative by phone of any potential lateness, as well as Clarion UK.

This process is reiterated during Clarion UK inductions, Contract Specific inductions, our Code of Conduct and the Authority Code of Conduct.

3. Logging and reporting delays

all delays will be logged on our CBS by the dedicated Booking team. Any lateness is initially recorded when we first receive notification from the NSLP. The exact details are entered on receipt of a timesheet signed by the Commissioning Body representative.

CBS' audit, logging and monitoring tools enable us to accurately report on lateness and rescheduling to support KPIs and monitoring. These reports will be provided to you in accordance with your specified frequency and distribution lists.

CBS also allows Commissioning Body users to run their own reports. See snapshot below as evidence:
We deal with trends/patterns demonstrated by any particular NSLP by tracking late arrivals

Start Date/Time	Re Customer	Related Boo	Case Type	Title	Status	Case Number	Priority	Created On	Description
08/12/2015 10:00	MOJ - COURTS - S.EAS	Delayed		Brighton Family Court 08/12/2015	Active	CAS-01601-S5D4L0	Normal	08/12/2015 10:55	Arrival 08/12/2015 10:10

internally in CBS and having the capacity to report on them when needed. Action taken ranges from retraining to operating our “three strikes and out” policy. We identify offenders, and the policy may result in removal from our database.

4. Keeping Commissioning Bodies updated on replacements and timescales

NSLPs are required to keep us regularly updated of the status of lateness and expected time of arrival by 15 minute intervals. They must provide us with their estimated time of arrival and any changes to this. This information will be relayed by phone and email to the Commissioning Body.

If the NSLP fails to follow the process then Clarion UK proactively calls them and checks on progress in accordance with our health and safety guidance. All our NSLPs have hands-free technology for using their phone while driving. Both our Booking Co-ordinators and the NSLPs understand the implications for its safe use. In other words, if they are stressed and driving in difficult traffic, we would leave them alone.

When we inform Commissioning Bodies of any lateness, during our telephone discussion we will agree an acceptable time period to find a replacement, where the assignment can be delayed.

Whilst we source replacement NSLPs, we will update Commissioning Bodies every 30 minutes by secure email to a designed email address or telephone number or the process. During this call, the estimated time of arrival of the new NSLP will be given.

3SD4. Process for managing amendments and cancellations

1. The process for managing Advanced Notice amendments and cancellations

Advanced notice amendments and cancellations are actioned by the designated Booking Co-ordinator according to our ISO 9001 QMS procedures, shown simply through the following flowchart:

In detail they are:



Cancellations

- Cancellations can be made by Commissioning Bodies directly through our Booking service portal – which generates an automated alert to the Booking team – and/or by a phone call or email directly to your dedicated Booking Team.
- If the cancellation is made by phone/email to your Co-ordinators, it is logged immediately into Clarion UK Booking System (CBS).
- Cancellations will be actioned within the hour by your Booking Team.
- When we receive your notification, the Booking Team will cross reference that the person amending/cancelling is the same individual who made the original Booking. If not, they will make contact immediately by phone/email to the original Booking representative.
- Where the same individual is identified, the team issue an email notification to the relevant Commissioning Body confirming the cancellation.
- The team log the reason for the cancellation in CBS and include the name of the person, date, time and reason.

- Any attributable costs for a cancellation are allocated to the Booking automatically and the original Booking is coded under one of the three following statuses: “Cancelled no charge”; “Cancelled full charge” or “Cancelled calculated charge” as appropriate.
- The cancellation is communicated instantly to the Non-Spoken Language Professional (NSLP) by email through an automated CBS process.
- We request an acknowledgement in return, if not received this is followed up with a phone call from the Booking Team to confirm.
- Cancellations are captured within our audit capability:

REDACTED

- Cancellation data for different Commissioning Bodies is analysed to identify trends to ensure Authority operational costs f can be kept at a minimum.

Amendments

We follow the same process as above:

- If the amendment **does not affect our ability to fulfil the Booking** for example the time, place nor topic are not significantly different, new details are added to the Booking and notified to the NSLP and the Commissioning Body by an email alert entitled “AMENDMENT TO BOOKING NO.XX” asking for acknowledgement.
 - If it **does affect our ability to fulfil the Booking** then a replacement NSLP is sourced. Examples of this may be a new time with no overlap with the old one, a new day, a different type of service required or notice of a potential conflict of interest.
 - We notify the NSLP and the Commissioning Body by an email alert entitled “CANCELLATION TO TYPE/ NUMBER/DATE”.
 - Once a new NSLP is sourced, we confirm by email alert to the Commissioning Body.
 - The Booking status is coded under one of the following statuses: Cancelled no charge”; “Cancelled full charge” or “Cancelled calculated charge” as appropriate.
- Amendments are captured and recorded to for audit purposes

2. The process for managing Short Notice amendments and cancellations

The amendment/cancellation is actioned by the designated Booking Co-ordinator according to office procedures below, in accordance with ISO 9001 quality management system.

- Short-notice amendments/cancellations can be made by Commissioning Bodies directly through our Booking service portal – which generates an automated alert to the Booking team – and/or by a phone call or email directly to your dedicated Booking Team.
- Immediately we receive your notification, the Booking Team will action it as a matter of urgency.
- The team cross reference that the person amending/cancelling is the same individual who made the original Booking. If not, they will make contact immediately by phone/email to the original Booking representative.
- Where the same individual is identified, the team issue an email notification to the relevant Commissioning Body confirming the amendment or cancellation.
- The team also log the reason for the amendment and/or cancellation in CBS.
- The Commissioning Body will receive status updates by phone and email at least every hour to prevent communication problems such as emails not being picked up or phones going to voicemail.

<ul style="list-style-type: none"> • If the amendment or cancellation does not affect our ability to fulfil the Booking for example where the new time overlaps with the old time, or is in a similar venue or similar topic, new details are added to the Booking. 	<ul style="list-style-type: none"> • If it does affect our ability to fulfil the Booking then a replacement NSLP is sourced. Examples of this may be a new time with no overlap with the old one, a new day, a different type of service required or notice of a potential conflict of interest. • Any attributable costs are allocated to the Booking automatically. • The original Booking is coded under one of the three following statuses: “Cancelled no charge”; “Cancelled 100% charge” or “Cancelled 50% charge” as appropriate.
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- The amendment/cancellation will be communicated instantly to the NSLP by email through an automated CBS process.
- We will request an acknowledgement in return, if not received this will be followed up with a phone call from the Booking Team to confirm.
- Short Notice amendments and cancellations are recorded for audit purposes
- Cancellation data for different Commissioning Bodies is analysed to identify trends where operational costs for yourselves can be kept at a minimum.

3. Logging amendments and cancellations and providing regular updates

Logging: The amendment/cancellation will be actioned as above in accordance with ISO 9001 quality management system: The dedicated Booking Team log full details within CBS. CBS offers full audit capacity of all deletions, amendments and cancellations, allowing us to log every aspect of the creation and amendment of each Booking. Logging is automatic and allows us to track each time a user logs into the system, creating automated logs of activities including the date and time of every service user's amendment, cancellation and deletion of any Booking. CBS' auditing feature has many benefits for the Authority. It will allow both parties to:

- Analyse the history of a particular Booking
- View a summary of everything that changed
- Track when a user accessed CBS and made changes
- Comply with regulation standards
- Analyse user actions in order to improve business processes

Regular updates: Depending on the notice timeframe, Commissioning Bodies will be provided with regular updates via email and phone: For short notice this will be at least every hour to prevent communication problems such as emails not being picked up or phones going to voicemail.

4. Notifying the assigned non-spoken NSLP of amendments to a Booking

NSLPs will be notified by an automated CBS alert, followed up by phone and email. We will always have a verbal conversation so that the amendment is acknowledged.

3SD5. Responsive telephone helpdesk

Clarion UK will operate an established UK-based dedicated telephone legal helpdesk. The helpdesk will be available 24/7/365 to provide advice and support on all Booking, ordering, invoicing, performance issues, general enquiries and LSP status and any other enquiries. It will be a key point of contact to make direct Bookings and answer queries from legal clients such as police forces, certain CPS departments and solicitors around the UK.

The helpdesk will be accessed through a dedicated, non-premium number with no call connection charge. It will be fully accessible from UK landlines, mobile telephones and overseas via a UK dialling code and will be able to accept calls from outside the UK.

The legal helpdesk will be manned by a designated team of seven experienced and skilled Booking Co-ordinators. At any one time, there will always be a minimum of two Co-ordinators handling the helpdesk, including automatically diverted out of hours calls between 6pm and 8.30am.

Equality of access is one of our core values: The telephone helpdesk is accessible and usable to non-hearing Language Professionals, Deaf clients, suppliers, partners and stakeholders via:

- Skype
- Minicom
- Type talk

Alongside:

- SMS
- Email
- Real-time chat through our website

- Booking form on our website
- Fax

Staff who service the helpdesk are trained and competent in all of these different communication tools.

Dealing with fluctuations

REDACTED

Availability and contingencies

We guarantee the Authority will benefit from a consistent 24/7/365 helpdesk. During Clarion UK office hours (8.30am-6pm), the legal helpdesk is manned by a designated team of seven experienced and skilled Booking Co-ordinators. Outside of these hours, the helpdesk number is automatically diverted to our on-call out of hours team of co-ordinators. At any one time, there will always be a minimum of two Co-ordinators handling the helpdesk 24/7/365.

Staff contingency

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Our whole team are motivated to deliver excellent services to our clients and for their end users, the Deaf person:

Telephone contingency

There are two potential causes of the telephone system going down:

- **Power loss:** we mitigate this by having an Uninterruptable Power Supply (UPS) back-up on site that seamlessly maintains power within the building. In the event of a temporary loss in power, one hour for example, staff laptops will work from the reserve battery power while all our servers are connected to the UPS system. Naturally, maintaining the use of our telephone systems is essential, and to ensure continuity Clarion UK's telephone system would move over to our mobile smartphones. Telephones can be diverted to our secure mobile phones as the telephone management system is in the cloud. Please see Clarion UK Business Continuity Policy, section 3.3.1. In the event of a longer loss of power, staff will be able to access our cloud systems from home and the telephone helpdesk would divert to smartphones. All staff homes have been checked for sufficient 3G signals.
- **Local telecommunications failure to the Clarion UK office.** We mitigate this by using mobile smartphones. British Telecom will be contacted immediately so that Landline numbers are diverted to the mobiles remotely with infrastructure in the cloud. Clients are contacted and their service will be uninterrupted. REDACTED as Operations Manager is responsible if the telephone systems did go down.

In the extremely unlikely event that we are not contactable through the helpdesk due to any unforeseen circumstances, we will also offer contingency through alternative Booking routes via our online Booking Portal. Our online Booking portal is robust. During its 4 year existence, we have achieved a consistent 99.95% "up time".

These scenarios are tested during our annual Disaster Scenario Testing by **REDACTED**.

Complaints

We will capture **key complaints** through the robust and consistent application of our complaints procedure across the whole of Clarion UK. This applies to the legal helpdesk as well who are all trained in customer service, including how to handle complaints.

On receiving a complaint via the helpdesk the team will initially take details of the matter, recording it using a standard template Complaint Form within CBS, linked to the unique Booking reference number. The template guides staff in asking pertinent questions to ensure all necessary initial information is captured. The team will provide a Client Feedback Form by email or post, asking for the complainant to provide full written details in order to progress the matter CBS records are updated accordingly as the matter progresses through the complaints procedure.

Complaints data is held in CBS and available for view at any time. This includes resolution outcomes and time of response. A full investigation will determine the nature and level of the matter: Minor, Medium or Significant. If “minor”, i.e. client concern raised, or “not upheld”, the matter is discussed fully with the NSLP on an informal basis. An informal procedure will broadly involve the following steps: i) Feedback, in private ii) Identify barriers to performance iii) Discuss and agree on improvement programme iv) Set measurable standards v) Weekly progress meetings.

Answering calls within 20 seconds

Our ISO 9001 based quality service standards are for all calls to be answered within a maximum of 6 seconds. We currently measure this using the software, “icall suite” from Tollring provided by our telephone providers, Ocean Telecom, that gives us specific data on call answering speed. This means we can provide accurate call logging and reporting dashboards.

We have achieved a 100% success rate of call pick up since our inception. We do not use voicemail and our telephone systems allow our team to automatically pick up another ringing phone elsewhere in the office.

To ensure we maintain our 100% success rate, we conduct management spot checks and ‘mystery shopper’ exercises.

3SD6. Dealing with complaints and issues, including priority complaints

Clarion UK will follow the complaints process of our registering body The National Register of Communication Professionals working with Deaf and Deafblind People (NRCPD). It covers all aspects of the NRCPD Code of Conduct in accordance with the Service Specification. We will also follow the ‘Principles of Good Complaint Handling’ set out by the Parliamentary Ombudsman.

Process: We will ask complainants to complete our Client Feedback Form, provided by email or post from any member of Clarion UK staff and returned to the account manager either by email or post as soon as the matter arises. This avoids any undue delay which may adversely affect an investigation and subsequent outcome. The complainant will receive an acknowledgement of receipt of the form by Clarion UK immediately. The CEO nominates a member of the Senior Management Team (SMT) to investigate the complaint, or for more serious matters and/or those made against a member of the SMT, investigate it herself. The investigation will normally be completed within five working days of receipt. The responsible manager conducts a diligent and thorough investigation and keeps all parties appropriately informed throughout the process.

Priority Complaints: Priority complaints will be allocated to the appropriate SMT member and dealt with as a matter of priority to minimise any disruption caused. They will be dealt with as follows:

NSLPs not arriving at a Booking where attendance is required: We will follow the priority Booking system to find a replacement as quickly as possible. Booking Co-ordinators will immediately use their expertise alongside the Clarion UK Booking service (CBS), to fulfil each such Booking through the rigorous application of our operational Priority Processes:

- Intuitive CBS platform and built-in Google maps aids diary management by Booking officers and suggests appropriate diary changes to accommodate unfilled/short notice Bookings
- Cancelled interpreters are retained for allocating into unfilled/short notice Bookings. We have an average of 10 cancelled Bookings each day for immediate redeployment
- Making personal calls to ascertain interpreter availability rather than relying on email alerts
- Geographical search is widened to 100 miles, then nationwide after 5 days, agreed by client
- Staff or associate interpreters can be pulled out of non-legal Bookings and replaced with a community interpreter (these are easier to fill).

NSLPs of the required Security Level or Qualification Requirements not provided for a Booking: In the unlikely event that this may happen, we will follow the process above to source a replacement who is appropriately qualified or has the correct Security Level. These complaints will be dealt with as a matter of priority, as any other complaints will be where Bookings are underway. All complaints are logged and audited and form part of our internal quality review meetings and our lessons learned culture to implement mitigating actions to ensure no recurrences. If the NSLP is refused by the Commissioning body we will

provide a replacement immediately.

1. Acknowledging and responding within the timescales

The process for recording, acknowledging and analysing complaints received will be as follows:

1. A formal complaint is received and acknowledged within one hour.
2. Complainants to complete our Client Feedback Form.
3. A complaint form is completed and logged with a case number on CBS.
4. The case is risk assessed and referred within 1 working day:
 - Medium risk cases will be escalated to one of the Senior Management Team
 - Lower risk cases will be dealt with by the account managers
 - Priority risk referring to the quality or standard of the Language Services from the NSLPs including alleged breaches of the Authority Code of Conduct are referred to the QA supplier in accordance with the Service Specification.
5. Investigation lead/service manager will use our complaints log to review the matter fully. This captures all the required information in one document as well as contains all necessary sign offs.
6. On completing the investigation the lead will assess whether all issues have been addressed.
7. The outcome of the investigation will be communicated to the complainant within three working days of the complaint being received by Clarion UK.
8. Complaint files and draft response will be reviewed by Senior Management Team for approval.
9. If appropriate the complaint will be referred to NRCPD.
10. Once approved, the complaint file and response will be sent to CEO for review and signature.
11. Final letter of response will be sent to the complainant offering further contact with the complainant if necessary and providing details of the Parliamentary Ombudsman and NRCPD.
12. If the complainant wishes to appeal against the outcome of the investigation he or she must submit the grounds for their appeal in writing to the CEO within 5 working days
13. Following a review by the CEO of the grounds of the appeal (or by a member of the SMT if it was the CEO who conducted the earlier investigation), the outcome will be communicated to the complainant within ten working days of receiving the appeal letter.
14. If the complainant wishes to appeal against a final decision about a member of staff regulated by, or registered with, a professional organisation they may raise the matter later through the appropriate professional or registration body's Code of Conduct and/or Complaints Procedure. Further details of these can be obtained from Clarion UK or by contacting the NRCPD.
15. If the complaint is against a member of staff or freelancer not regulated or registered by NRCPD, we provide details of the appropriate body to which the complaint should be registered.

To deliver an effective and timely response to complaints we will:

1. Respond in full within 1-3 working days for most complaints
2. Be courteous, sympathetic and respectful at all times.
3. Provide regular feedback on progress
4. Ensure all personnel are inducted, familiar and compliant with our policy and procedure
5. Review our policy regularly, and report against its performance quarterly.

The time limit for making a complaint is 12 months from the date on which the matter being complained about occurred, or 12 months from the date on which the complainant became aware of the grounds for complaint. We will manage and track the progress of individual complaints by using unique case numbers logged on our CBS this means that no case can be lost and delays are kept to a minimum.. The Senior Management Team (SMT) is alerted to each complaint, therefore there is ownership immediately at a senior level and a willingness to resolve complaints quickly.

2. Effectively and responsively recording and reporting

We maintain a full record of complaints in line with our Data Security Policy and Plan. Records will be stored electronically in a password protected file within CBS. The complaints log for capturing, investigating, responding, receiving responses, resolution and action taken to complaints is in line with our QA procedures.. The categories will include: general, financial and quality. If necessary, we discuss with the QA supplier and the engagement of the QA supplier is included in the response.

3. Capturing key data

There is a complaints log within CBS and key details of all complaints and issues will be stored here including a timestamp and case number. They will be input by the manager allocated to the complaint, either the account manager or senior manager depending on the level of severity. CBS has the capacity

to report on complaints by client in a narrative format with a timestamp. It will capture relevant time scales, person responsible, short narrative and action taken. This data is available to download in open format files such as CSV or XML.

CBS also provides audit tools not only to enable accurate progress reporting, but also to support KPIs and monitoring. Details of all complaints and proposed or completed corrective action will be reviewed at all Contract management and review meetings. In line with Schedule 9 Annex 1 of the draft Contract regarding performance management information, we will have immediate MI for the following, should the need arise.

1. Number of complaints with breakdown for type and reason against each job
2. Percentage of jobs attracting complaint
3. Number of complaints acknowledged, actioned and resolved within the timescale
4. Percentage of complaints referred to QA provider within timescale
5. Percentage of priority complaints acknowledged, actioned and resolved within timescale.

4. Availability of complaints process

We will provide clear guidance to Commissioning Bodies on their complaints process through our website, in the Transition phase of the T and M plan. It will also be provided on request by anyone within Clarion UK. The route to complaints from people other than Commissioning Bodies will be on our bespoke website and our complaints procedure will be freely accessible to anyone to download. If they get in touch via phone, email, skype/livechat we will send it over immediately. Our complaints procedure will also be available in British Sign Language (BSL) or easy read for Deaf clients on our website and through our helpdesk manned by people who are expert in BSL. It will include instructions on how to report complaints to a Commissioning Body or ourselves. We have over 5 staff fluent in BSL at head office and they are all proficient in the use of Skype to communicate. Internal training for our staff emphasises the importance of complaints and the proactive management of them at the earliest stage to minimise the impact on the client.

5. Engaging with the Quality Assurance Supplier

The Lead Account Manager will be responsible for the expedited engagement of the QA supplier through:

- a) An assessment of whether it is appropriate (in accordance with the Service Specification)
- b) Email using a secure email
- c) Call to follow-up
- d) Regular updates every day until resolution
- e) Email and phone call once at resolution stage
- f) Debrief and lessons learned review meeting
- g) Implementing any corrective actions to processes
- h) Disseminating and sharing good practice throughout suppliers

We will proactively work to minimise these types of complaints by:

- a) Having robust disciplinary procedures for NSLPs in our freelancer pack.
- b) Having quality systems in place – aligned with ISO9001: 2008 and ISO 27001.
- c) Having quality processes in place including a quality manual, training and development.

3SD7. Delivering non-spoken interpretation services via video link

REDACTED

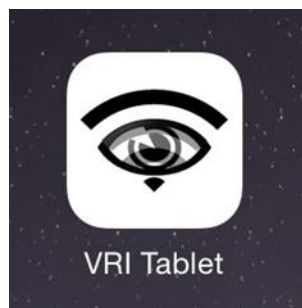
3SD8. Identifying, developing and implementing continuous improvement and innovation

1. Innovative solutions from the outset

1) In real time location of interpreters and Bookings: We are in the prototype development phase of this technological solution which will enable the Booking process to be undertaken on mobile applications, and Commissioning Bodies ("CB") to view the location of their Bookings and Non Spoken Language Professionals (NSLPs). Human interaction will be removed from the Booking process for some Bookings, resulting in choice and control for the end user as well as decreased spend for the public sector. NSLPs will log securely into the system to update their availability or allow the system to track their mobile phone.. CBs will use the system to enter their assignment details and track their NSLP in real time. When the Booking is complete, CBs can sign off start and end times are correct or amend as necessary, add

electronic signature and submit. ***Initiative 1 aids your achievement of the wider objective of saving money as the economic benefits of sharply watched budgets going further will be clear. This is in accord with your Business Plan Objective 2010-15 from your website of Reducing spend and providing better services for less money.***

2) Video Remote interpreting ("VRI"): Our VRI product is innovative, providing practical solutions and the



best value in this industry. VRI enables one or more Deaf person to communicate, face-to-face, with hearing people in the same location, through a remote interpreter and ensures national coverage. Our VRI is accessed through a web link on a client's intranet or public-facing website. No expensive or specialist equipment is required other than a computer, webcam and secure internet access. This is our own system; commissioned, designed and implemented by ourselves and available on desktop computers and iPads. In August 2016 our VRI service will also be accessible for smartphones. This means that Deaf and hearing people will have access to interpreters instantly and on the move. Initiative 2 aids you to maximise job fulfilment rates resulting in the CB getting maximum return on their investment as jobs that may be

difficult to fulfil face to face will be fulfilled. There is also a cost saving here on reduced travel. 3) BSL translations: Videos delivered in British Sign Language for you and your clients. Clarion UK's BSL video service provides a quick turnaround when you need text turned into BSL, or vice versa. All our presenters are Deaf and quality checked by ourselves prior to filming. Native BSL users are fantastic presenters and it backs up our commitment to user-led services. During filming we also monitor accuracy using a registered BSL/English Interpreter. Through our mobile application quotes will be calculated and delivered by SMS. Initiative 3 aids you communicating your management of Corporate Responsibility openly and transparently - we help with clear and accurate communication and information in BSL and ensuring the meaning of the message is understood as well as the content.

4) Remote speech to text reporting: Remote speech to text will be streamed over the internet to you onto a full screen. Text can be streamed to any internet-enabled device.. To access text remotely, all you need is an internet connection and a microphone. The transcript will be available immediately and will belong to you. Our service overcomes language barriers quickly and affordably by bringing a fully qualified NRCPD registered Speech to Text Reporter (STTR) to you, remotely at the click of a button. Each colour of the application is a different service: VRI, Face-Face, BSL Translations, Remote STTR. Initiative 4 enables you to manage the environmental impacts of your business operations, eliminating all travel.

5) E-learning for CB staff: Designed to improve Booking performance and ultimately fill rates. If required, we will provide both Webinars and videos on working with Deaf people in the Justice sector as learning tools as a matter of course using our video facilities based in Brighton.

Benefits: Our initiatives bring you the following benefits:

1. **Real time Bookings:** Reduced travel costs and significantly streamlined processes including timesheets, removing the need for paper time sheets and resulting in efficiency savings.
2. **VRI:** Significant cost savings, billed per minute, no minimum, no cancellation fees, no travel.
3. **App Translations:** Quick response, streamlined process for client, with easy to use interface.
4. **Remote STTR:** Cost savings through per hour charge, rather than daily/half daily rate, no travel costs, no cancellation fees, no charge for transcript
5. **Webinars and e-learning:** No travel, staff choose when to learn, upskilled in using the service.

2. Identifying and implementing continuous improvement and innovation

We have a history of collaborative working with our clients to proactively meet their needs through the increasing use of technology. Our approach to this is as follows:

- Initial discussion with client
- Needs assessments.
- Discussion at SMT level
- Feasibility study
- Budgetary approval
- Case study in pilot area
- Write up case study in pilot area with client benefits
- Discuss at senior level so that it can be rolled out across all departments
- Prepare training material
- Roll out across departments

We have significant experience in taking new, innovative products to market. A recent example is our employment service for deaf people, resulting in permanent employment for over 200 Deaf people. Our 14 year experience of managing complex and costly projects which were collaboratively delivered on time and to budget, with specialist partners, will ensure that the eventual strategy or product is carefully conceived and executed so it does not disappoint our Deaf or hearing clients.

Our innovations will streamline the Booking process allowing our clients to focus on their 'day jobs'. For example: Travel training: Within our employment service, we work with Deaf people with additional disabilities who are not confident on public transport in London pre or post job offer stage. We loan them an iPad with the tube/bus route clearly identified on their screen using "tube planner". We meet them at different points on their route as well, if required. On average it would take between 1 week and 1 month to increase confidence and this speeds it up by 50%. This not only has enormous benefits to the Deaf service user, but it reduces cancellations of assignments through their non-attendance. In doing so, we take a proactive approach to working with our client, the Department of Work and Pensions and helping them achieve their aims. We do this by using technology to deliver their services in a way that continues to meet the required standards, whilst improving the quality, efficiency and provision of the Services.

We will work in partnership with our clients to engage with innovations being developed and seek new opportunities for innovation that could be used to improve delivery of the Services. We identify the need for a specific piece of innovative work by engaging with social media forums, presenting at conferences, leading e-groups, attending team days led by the University of Cranfield, getting involved in partnership working, carrying our research via survey monkey, leading thought by the [creation of blogs](#) and using review meetings with clients to discover what long term problems they foresee. We then develop them through internal discussion between ourselves, identify 3 key areas every year to research and if approved past feasibility studies we will include them in our business review processes, business planning and operational plans.

We will implement by nominating a project lead, reviewing regularly and decide to embed within our Business As Usual processes. Clarion UK will engage the senior leadership team, a broad cross-section of the organisation and key external stakeholders in the development of a shared vision and the path forward. Active cross-functional participation in the innovation process builds "Strategic Alignment" among key stakeholders both within an organisation and among its key external stakeholders. This kind of alignment creates ownership, enthusiasm and commitment, and builds a strong foundation for successful implementation.

There are several considerations when Clarion UK assembles teams of internal staff and stakeholders to drive innovation initiatives.

- We will select a cross-functional Core Team of visionary, energetic people and future leaders – inspired and inspiring individuals who want to make a difference.
- We will include a mix of seniority levels – typically from executive to middle management to lower level employees that are often closer to the end user.
- We will ensure the Core Team consists of four different categories: subject matter experts, decision makers, implementers and not least, "naïve" perspectives – maverick free-thinkers whose role is to challenge the team's incoming beliefs and assumptions.
- Team members will be chosen from different business units, and geographies.

Once our team is established, we will deliver facilitated workshop sessions: part information exchange, part exploration, and part creative invention. These sessions stimulate cross-functional teams to look beyond the obvious and to explore and speculate about future possibilities. Critically their role will be to assess feasibility and implement continuous improvement and innovation.

Authority dependencies include:

- Access to hardware and software requirements that you have.
- To be part of the development process for pilots and trials.
- Support for rolling it out, making sure technology doesn't get in the way e.g. firewalls.
- Training for support for users.
- Ensuring that standing order or operating procedures' don't get in the way. Sometimes technology can disrupt 'this is the way that we have always done it'.

Clarion UK will provide appropriate training and guidance, including operating manuals to ensure that all NSLPs and CBs are equipped with the appropriate skills and competencies to work with these, and future, innovations.

3BDS1. Providing a reliable, user friendly and resilient Booking service

1. Engaging with the Authority during the Transition Period to develop the Booking service

During the Transition period, Clarion UK will work with the Authority to develop your bespoke Booking service portal. Our Transition Manager, **REDACTED**, and Business Information Manager, **REDACTED**, will meet with Authority representatives to agree a suitable solution. We suggest the most suitable Booking service would be one which uses our established Clarion UK Booking System (CBS). CBS is successfully used across our private and public sector clients, and offers extensive security and scalability.

During initial engagement with Authority representatives, we will jointly undertake a full diagnostic of your exact requirements in accordance with the Service Specification, expected functionality and security necessities. We will demonstrate to your staff how our current portal operates, and identify where compliance already exists to Authority requirements, and where we need to develop any new functionality. During demonstrations we will allow Authority representatives to login to their own secure area, make, amend or cancel a Booking, run a range of management and financial reports, and generally get a “feel” of the system. This will better facilitate discussions around exact requirements when your representatives are physically using the system.

During the Transition stage, our engagement with the Authority will be proactive and two-way. We will review what data may need to be transferred from the former suppliers current system into ours, to ensure compatibility of data fields, seamless transfer, minimal disruption and continuity of service.

We will minute all findings and discussions held during our meetings with you, and provide these to you for scrutiny. From the information gleaned in our meetings, we will confirm the timetable of key milestones and action points as set out in the Transition and mobilisation plan to appropriate individuals. The timetable will be based upon the requirements of your Schedule 4. Actions will be implemented in accordance with the timetable and will include our offering solutions for testing by your staff and implement only those which meet your specific needs, are fit for purpose and which meet your acceptance criteria before proceeding.

2. Methodology for testing the Booking service during the Transition Period

REDACTED

3. Assurance processes to meet the Service Specification

There will be -no installations and no downloads for our portal. There will be no specialist IT hardware or software requirements to consider, however we recommend use of the latest versions of either Internet Explorer or Chrome. We will mandate the whitelisting of the portal web address to allow access.

In order to minimise the technological constraints we will need to discover:

- a) Type of browsers that the Authority and Commissioning Bodies have
- b) How they allow access to external websites

REDACTED as the Business Information Manager and **REDACTED** as your Account Manager will work with the other lot suppliers and the QA supplier where required to ensure there is no duplication.

To manage technological constraints, we will designate **REDACTED**, with support from **REDACTED** to manage this as part of the implementation plan. She will assess, review, discuss and monitor. This will be done with all relevant stakeholders including the Authority and Lot 1 providers. We will use a RAG (Red/Amber/Green) method of assessing constraints. If, during this process we found a Commissioning Body's IT system was either completely closed or very out of date, this will be assigned a RAG value of red and would be addressed by discussion with the relevant person if there were plans for upgrade or if IP addresses could be whitelisted. The only other significant possible issue may be downloadable management reports which may be problematic if Authority firewalls blocked excel spreadsheets. This will be addressed by whitelisting of the spreadsheets or discussion around delivery in other formats e.g. PDF.

4. How the Booking service will be accessible and usable by Commissioning Bodies

REDACTED

5. Key functions and capabilities

REDACTED

6. How we will manage Booking service maintenance

REDACTED

2. Support during the Transition period

REDACTED

3. Measuring success and meeting training requirements

All training sessions will be measured for success by participant feedback at the conclusion of each session to rate the content and the trainer specifically on:

- Content of the training – expectations, relevance as expected
- Content of the training – length and materials/handouts
- Trainer - knowledge and quality
- Trainer – presentations and amount of interaction
- Overall – relevance to role, recommendations and fun.

Feedback questionnaires will be provided in paper format and digital formats for online sessions and webinars.

During Transition, your dedicated Booking Team will monitor use of the Booking service, services requested and video service to identify and report upon use, errors or omissions, for example, to inform on effectiveness of training and determine whether more is required.

Thereafter throughout the duration of the Contract, our training will be embedded as a core deliverable, monitored and reviewed with you in Contract meetings to ensure it is effective and meeting the needs of staff as the service evolves: Effective training ensures an effective Contract where CBs achieve maximum value from our training services.

3BDS3. A clear, comprehensive and credible contingency plan for Booking service unavailability

1. Credible, logical and robust business continuity

Planned Booking service unavailability: When our software or hardware hosting is upgraded, there may be some planned downtime. When this downtime is during normal working hours and/or likely to have an impact on availability to clients, all clients will be informed and our staff revert to manual operations of phone, email or fax for the brief upgrade downtime. . The team will send a mass email 1 month in advance to clients, then 1 week and 1 day before downtime. These will be reinforced with direct telephone contact to clients, and messages on our website informing our users and the date, length, consequences of unavailability and the alternative routes to Booking Non-Spoken Language Professionals (NSLPs) such as phone, email or fax. We will communicate to all internal departments as to the date and length of time and implications for them, for example the finance team will need to know that for one day invoicing will be from manual format and will need to be input by hand rather than automatically. Finally, all our freelance NSLPs will be informed via email and through Clarion UK's supplier portal, so that they can expect Bookings to be sent out and confirmed in a slightly different format.

Alternative route to Booking: Clients will be asked to use the following process to ensure continuity of making Bookings:

- Clients to email new, modified or cancelled Bookings using our standard word template "Booking Sheet".
- If the new or amended Bookings are telephoned in, data is captured manually in the sheet by the Bookings Officer and emailed back to the client for confirmation.

- Bookings sent out by secure email from Outlook rather than CBS or by SMS.
- NSLP is confirmed by the Bookings Officer according to location, price, gender, qualification, vetting and any other requirements of the client.
- Booking confirmation is emailed to the client and the NSLP.
- All Booking details are recorded in our outlook diary by date and also saved in electronic files by date in our shared drive, for manual transferral into CBS thereafter by the team.

We will also provide a dedicated, non-premium rate telephone Booking service to enable Bookings to be made, available 24/7/365, picked up within 20 seconds and accessible via a UK dialling code from UK landlines, overseas and mobiles.

Clarion UK will incorporate this process into a draft contingency plan for Booking service unavailability to the Authority during the Transition Period. Once agreed, this will be incorporated into a final version within three working days of approval.

Unplanned Booking service unavailability: If the resilient server solution or CBS were to fail unexpectedly we would tell all our clients by phone call, then a repeat message by secure email with the Booking Sheet attached, and a notice on our website with expected return to normal service. This would contain information on the alternative routes to Booking NSLPs and the time of the expected return of the normal Booking service availability. Manual operations will be invoked immediately. This would be expedited to our Booking teams. The process will be identical to the one for planned unavailability.

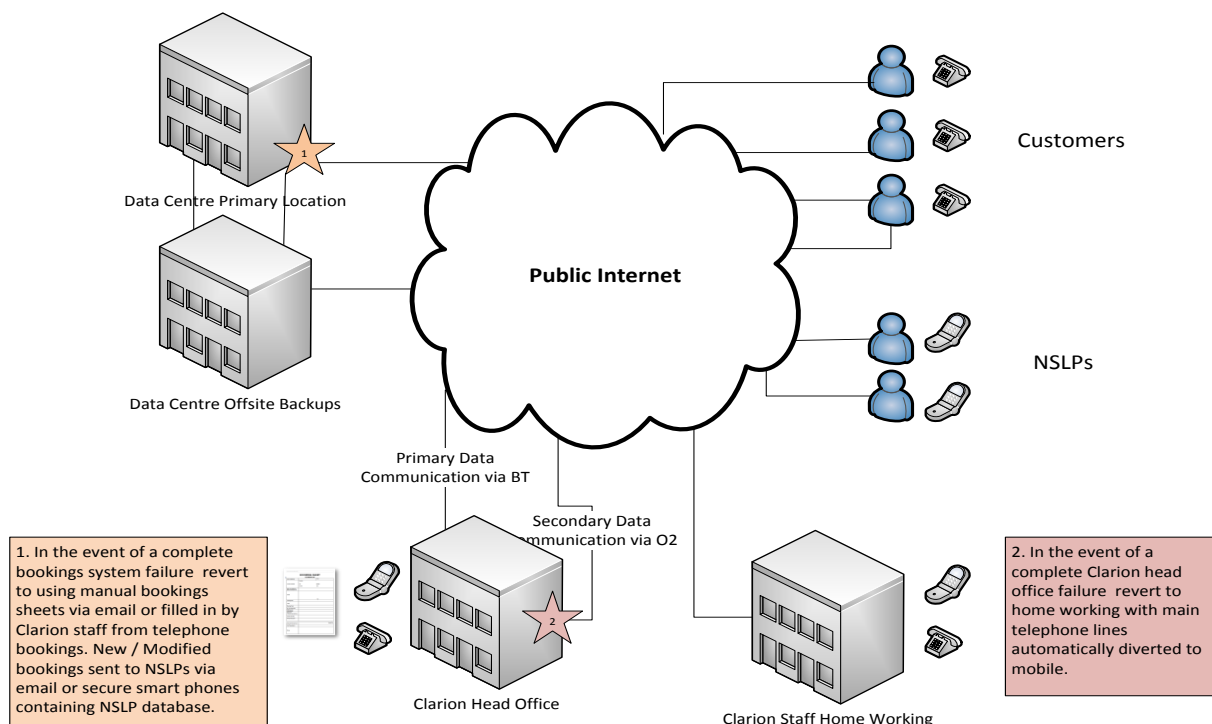
2. Arrangements for preventing or mitigating the impact of Booking service unavailability

Preventative measures:

Resilient Server Location: Our servers will be hosted in a secure environment with REDACTED (an ISO 27001 Certified Managed Hosting Provider). REDACTED will provide a fully managed professional backup solution with full system restore capabilities up to bare metal, archiving capabilities to store data over longer time periods, high performance compression to reduce total backup space usage and multi restore point capability. . In the single data centre all the computers are protected so if the one running the CBS application fails it will all switch over to another one seamlessly. System administrators will manage and monitor our servers from the physical hardware level up to the applications that the CBS relies on.

If the resilient server solution were to fail for any reason, we would tell all our clients and fall back to manual operation. This involves recording all new, modified or cancelled Bookings on standard word templates. These would then be manually re-entered into the system when the system operation is restored. To ensure that Bookings can still be made, amended, cancelled and fulfilled during downtime we will talk to our clients and let them know what the contingency process is, the length of anticipated downtime and who to talk to in case of problems. See Section 1 for more information.

3. Identification and management of business critical services and effective continuity plans The response to this depends where the failure is. In the diagram below, mitigation responses in the boxes correspond to the point of failure.



Business Critical Services are:	Who manages this?	Effective Plans for continuing service delivery
Booking officer availability	REDACTED	Core team of 4 always available 8.30am - 6pm, extra capacity of 3 more during peak times, OOH team of 2 to provide full cover. Availability to work from home.
Operation Manager availability	REDACTED	REDACTED is available and REDACTED is named replacement in case of holidays, sickness etc. REDACTED available 24/7/365 for OOH support when necessary.
Making a new Booking Amending a Booking Cancelling a Booking	REDACTED	New Bookings can be made by email or telephone in the event of any Booking system failure. The interpreter database is synchronised with selected secure mobile phones allowing facilities to find and contact interpreters in the event of CBS unavailability. Bookings are recorded manually and updated into the CBS when it is restored.
Dealing with Client queries on current Bookings Dealing with Interpreter queries on current Bookings Proactively contacting a Client if	REDACTED manages this with REDACTED in her absence.	Queries are handled over the telephone or email. All the Booking details are provided to the client and NSLP at the time of the Booking. In the event of CBS failure Bookings can be retrieved from the mail archive. In the event of mail failure Clarion relies on the Booking details sent to both the Client and NSLP.

there is a problem with the interpreter		
Proactively contacting the interpreter with additional information from the customer		

4. Capturing key data to enable reporting to be met

In the event of unavailability of the Booking service, all data will be captured manually in standardised templates and transferred into CBS when availability resumes. Similarly, manually completed timesheets and feedback forms are entered into CBS once resumed. No data is lost or duplicated as one team member is assigned overview of the task. All the Bookings officers will understand the requirements of your Contract. As such, the gathering of key data that they are responsible for will be a systematic part of the manual Bookings process.

5. Progress and update reports to Commissioning Bodies

In the very unlikely event of complete Booking service failure, we will communicate with Commissioning Bodies three times per day by phone and secure email. We will discuss operational matters, discuss progress so far, any problems related to delivery of the service during this exceptional time and expected time of resuming Booking service availability. If we need to use our BCDR Plan, we will inform the CBs of this immediately and our Booking service will be resumed at full capacity within 2 hours.

3BDS4. Providing an accessible, user friendly website

1. What the website will look like and contain

REDACTED

Home Page

This will include an introduction to the service, relevant to all three audiences, with an explanation of the additional areas of the website, and will include the link to Live Chat with a member of the Bookings Team. The Home Page content will also be available in BSL Video.

Resources for Commissioning Bodies

The purpose of this section will be to support CB staff in making Bookings and will include links to the following:

Booking Portal: This will link CB staff to their log-in screen for the Clarion UK Booking Portal – a user name and password will be required for any access to the Clarion UK Booking Portal. Formal guidance and support will be available for users Booking in this way; we will provide written guidance, include it as part of the training requirements in relation to the Booking service and have support available through the telephone helpdesk 24/7/365.

Types of NSLPs: The website will include summaries of the language services provided by the Authority under this Contract. To provide CBs with a better understanding of the needs of Deaf people and the range of communication support we provide, this area of the website will provide detailed information on the recognised non-spoken communication methods of the different types of Language Professional, for example:

- What is BSL and SSE and how are they different?
- What are the different modes of Deafblind communication: Hands on, Manual, Visual Frame
- What is a Lipspeaker and Lipreader and how are they different?
- What is a Speech to Text Reporter and an Electronic Notetaker, and how are they different?

Information will also be available to download as PDF postcards for CB staff to keep on their desks and posters, which can be printed out and placed in the workspace as reference points.

Guidance on how to use the Booking system: This area will describe the procedures for making a Booking. It will guide the user on how to make their Booking, e.g. what information they will need to provide, definitions of urgency type and Security Level, how to amend and cancel a Booking, how to search for previous Bookings, and how to check the status of a Booking.

It will include:

A regularly updated glossary of commonly used terminology;

Complaints Procedure: A description of the full complaints procedure, including links to any forms – paper based or electronic, which need to be completed a part of the complaints procedure;

Resources for NSLPs

The purpose of this area of the website is to assist Language Professionals in carrying out Bookings for the Authority;

Clarion UK Supplier Portal: This is where the Language Professional submits their invoices and timesheets. A user name and password will be required for access to the Clarion UK Supplier Portal;

Links to the Codes of Conduct for the Authority and National Register of Communication Professionals working with Deaf and Deafblind People (NRCPD): The Authority Code of Conduct page will be hosted on our website and updated when changes made. A direct link to the NRCPD Code of Conduct webpage will also be included;

Download a generic Clarion UK Timesheet: A generic timesheet will be available to download, in case the Language Professional has forgotten to take their timesheet with them to an assignment;

Clarion UK Freelance Professional Recruitment Page: In line with our goal of increasing the pool of NSLP available to the Authority, this will be a link back to the existing Clarion UK website, to the page where we encourage NSLPs to complete an application form to be considered for work with Clarion UK;

Advice for Freelance Professionals in the Legal Sector: These pages will contain advice as set out in the training carried out by Clarion UK for Non-Spoken Language Professionals working in the Legal Sector, including a glossary of legal terminology and how to work with the justice system within Court, Police, Prisons and Probation Service.

Blog: Clarion UK is active on social media, and often produce blog content of relevance to those in the Justice Sector. Clarion UK proposes to cross post these blogs to the website. Our proposal is to produce relevant blog content six times a year. We will offer a subscription service to our blog so that interested parties from Commissioning Bodies, Language Professionals and the General Public can receive notice whenever a new blog article is posted.

Accessibility: All Clarion UK websites are designed with accessibility in mind, following Web Content Accessibility Guidelines (WCAG) published by the World Wide Web Consortium (W3C). We adhere to the four WCAG principles to ensure our website is easily accessible through content which is:

1. **Perceivable:** Clear, readable fonts, facility to change font size, colour and contrast, obvious links
2. **Operable:** Keyboard and alternative methods to access content and navigation
3. **Understandable:** Clear, simple language, images, illustrations, video, audio, or symbols to clarify meaning, British Sign Language interpretation for important content
4. **Robust:** HTML code fully conforming to specifications and which can be interpreted reliably by a wide variety of user agents, including browsers and assistive technologies such as Dragon Naturally Speaking, Job Access with Speech, Non Visual Desktop Access and ZoomText.

Meeting Cyber Essentials requirements:

REDACTED

Website Hosting, Compliance with Schedule 14:

REDACTED

2. Easily updated relevant and appropriate information

We will use WordPress to develop and maintain existing websites. WordPress allows for easy update by ourselves using a simple administration dashboard. Our Marketing and Account Management Team are fully trained in WordPress and maintain the current Clarion UK websites. We will use the same theme as our current websites (Avada) to maintain consistency across our websites and to facilitate ease of updating. . Avada is fully responsive and accessible on any mobile device, including tablets and smart phones. Since Clarion UK has complete control over the administration of the website through the WordPress administration dashboard, we are able to make instant changes to the website whenever they are required. We expect the majority of the information to remain relatively stable, for example the information about types of NSLPs and Clarion UK contact details. During mobilisation, we will ask users from the CBs to feedback on the content and layout of the website, and what more they would like to include on the website, and we will amend the website according to the comments received.

3. How the website will interface with the Commissioning Bodies' IT

The website will stand alone and will not be hosted within the CB' IT infrastructure. The only interaction required by CBs' IT will be to whitelist the Clarion UK website URL so that it can be accessed from any required CB device.

3BDS5. Ensuring the accuracy, availability, transparency and integrity of data

1. Effective records management

All records relating to this Contract will be stored in the Clarion UK Booking System (CBS) which is based on the Microsoft Dynamics CRM platform.

2. Controls

REDACTED

3. Maintaining and updating records to ensure accuracy and integrity

Accuracy and integrity of key information is guaranteed by the use of training, an audit process, ISO 9001 quality standards and our Data Security Policy and Plan.

Accuracy of Data

There are two channels for inputting data into our Clarion UK Booking System:

- 1) Directly by Commissioning Bodies - when using the online Booking portal to request the non-spoken language service, which means that data is recorded exactly as it is entered by the user. Data is checked manually by your dedicated Booking Team, particularly the comprehensibility and accuracy of any free text, such as the description of the Booking.
- 2) Manually by our Booking Team - if a request is received for example, by phone, email or Booking form. We achieve a KPI of 100% accuracy of this data entry into CBS through adherence to our ISO 9001 Quality Management procedures, codified in our Data Security Policy and Plan and implemented by our Information Security Committee. Similarly, for invoicing purposes, CBS transfers data directly into Sage, again with 100% accuracy and no data loss.

To minimise errors, we have implemented the following:

- **Training:** We provide training for all staff on the critical importance of accurate data.
- **Auditing:** In line with ISO 9001, business plan objectives at an operational level will be reported at monthly Senior Management Team meetings which include accuracy of data. In order to monitor and review data accuracy we will conduct quarterly audits to ensure these processes are followed, and

these will be supplemented by ad hoc and unannounced assessments by both our operational lead and inter-departmental leads.

- **ISO 9001 Quality Management Systems:** In line with these we also a) practice rigorous version control to a standardised procedure and b) ensure that employees implement reasonable and appropriate security controls to protect the accuracy of Clarion UK data. The Information Security Committee has published guidance on implementing reasonable and appropriate security controls based on three classifications of data: public, private and restricted.
- **User Interface:** the user interface to the online Booking portal prevents the input of invalid data, for example accuracy of address data is ensured by the use of the Postcode Lookup™ API provided by data 8 (www.data-8.co.uk), in use in the CBS system and in the Clarion UK portal, which retrieves accurate addresses from a postcode using the Royal Mail's UK Postcode Address File (PAF).

Ensuring integrity of data

In our Data Security Policy and Plan, **integrity** is defined as “guarding against improper information modification or destruction, and includes ensuring information non-repudiation and authenticity”. Backups not held in the same system will be held by DataBarracks - their IT services are among the most secure in the UK and are bomb proof, flood proof and EMP-proof data centres.

The table below shows how Clarion UK minimises threats to data integrity:

Data integrity can be compromised by...	We will minimise this threat by...
Human errors when data is entered	Controlling access to data via security mechanisms Designing user interfaces that prevent the input of invalid data
Errors that occur when data is transmitted from one computer to another	Using error detection and correction software when transmitting data
Software bugs or viruses	Use of an underlying database structure which supports data integrity Using Test Driven Development methodology which ensures quality assurance is built into the coding process Keeping anti-virus and mal-ware software up to date
Hardware malfunctions, such as disk crashes	Backing up data regularly Business Continuity and Disaster Recovery plans
Natural disasters, such as fires and floods	Backing up data regularly Business Continuity and Disaster Recovery plans

4. Provision for Commissioning Body interrogation, audit and access to data

According to our Data Security Policy and Plan, **availability** means “ensuring timely and reliable access to and use of information”.

In accordance with Schedule 9, Clarion UK shall:

- Make available to the Authority the Management Information, reports and records required under this Contract and all of the underlying data and documents that support any of them; and
- Answer any questions that the Authority may have in respect of the Management Information, reports and records made available under and/or generated in respect of this Contract.

As part of Transition and mobilisation, report templates will be agreed between Clarion UK and the Authority, and the required regular reports will be set up in CBS. This will allow them to be run in a timely fashion in accordance with the report schedule, and the information provided to the Authority in the appropriate

format, including charts and graphs to correlate complex data for you. Because our CBS is updated in real-time, we can always meet requests for ad hoc reports and be confident they are accurate.

Reports will include, but not be limited to those defined in Annex 2 of Schedule 9:

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

We will provide the exact management information you require and in whichever format you require, i.e. hard copy or electronically.

Commissioning Bodies can access and run data reports for themselves when logged into the Clarion UK portal. Security roles will be used to restrict access to data, for example financial details of Bookings may be restricted to Contract managers and not available to Booking staff. Access will be restricted by user name and password. The reporting function of the Clarion UK portal includes a range of usage trend-analysis tools and an Excel-compatible download facility where data can be manipulated and analysed further at your leisure.

Data accessed through the Clarion UK portal is available in real-time providing absolute transparency. Ad hoc requests for information will be prioritised in order to meet ad hoc requests. Requests will be acknowledged within 24 hours, and fulfilled within 2 working days.

3BDS6. A robust approach to delivering information security assurance

1. Sufficient and effective controls to manage information

Our Data Security Policy and Plan is a measure to protect the confidentiality, integrity and availability of data and Information Systems that store, process or transmit data. It is published, reviewed and maintained by the Information Security Committee (ISC) consisting of:

- REDACTED, Business Information Manager
- REDACTED, Operations Manager
- REDACTED, UK Business Development Manager

The Data Security Policy and Plan ensures that data is held in a manner which is compliant with:

- Cyber Essentials,
- ISO/IEC 27001 and 27002 – (Information Security Management)
- Schedule 14 (Information Security).

All Clarion UK staff, including permanent, temporary, Contract staff, delivery partners and third party suppliers, have a responsibility for safeguarding the Authority's information assets and ensuring the security of those assets. Each has received training in these matters. Our approach is to balance the business requirements of the organisation, with the potential harm and risk of an information security incident and the cost and logistics of implementing security controls.

Ensuring confidentiality: Confidentiality is defined as ensuring that information is accessible only to those authorised to have access, disclosed only to those authorised to receive it. Confidentiality is embedded

throughout our organisation. All internal staff and all Non-Spoken Language Professionals (NSLP) supplied by Clarion UK will sign acceptance of our Terms and Conditions of Business alongside any external regulatory body requirements and we foster a culture of respecting the information we receive during our working activities so that it is treated with the highest levels of integrity. Staff and NSLPs are inducted into our confidentiality protocols and made aware of our expectations at the start of appointment or employment. This is further reinforced during legal training and within Contract specific inductions and training, which will be the case for NSLPs assigned to this Contract, during Authority Code of Conduct inductions.

Clarion UK's standard of conduct mirrors that of National Register of Communication Professionals with Deaf and Deafblind People. which states:

"You must respect the confidential nature of information gained in the course of your professional activity. You are expected to keep confidential any information pertaining to, or arising from, an assignment. However, there may be circumstances where disclosure is acceptable"

Such circumstances will be agreed with the Authority.

Ensuring Integrity: Integrity is defined as safeguarding the accuracy and completeness of information and information processing methods. We will minimise threats to data integrity by:

Data integrity can be compromised by...	We will minimise this threat by...
Human errors when data is entered	Controlling access to data via security mechanisms Designing user interfaces that prevent the input of invalid data
Errors that occur when data is transmitted from one computer to another	Using error detection and correction software when transmitting data
Software bugs or viruses	Use of an underlying database structure which supports data integrity Using Test Driven Development methodology which ensures quality assurance is built into the coding process Keeping anti-virus and mal-ware software up to date
Hardware malfunctions, such as disk crashes	Backing up data regularly Business Continuity and Disaster Recovery plans
Natural disasters, such as fires and floods	Backing up data regularly Business Continuity and Disaster Recovery plans

Ensuring Availability: Availability is defined as ensuring that authorised users have access to information and associated assets when required. In accordance with Schedule 9, we shall:

- Make available to the Authority the Management Information, reports and records required under this Contract and all of the underlying data and documents that support any of them; and
- Answer any questions that the Authority may have in respect of the Management Information, reports and records made available under and/or generated in respect of this Contract.

As part of Transition and mobilisation, report templates will agreed between Clarion UK and the Authority, and the required regular reports will be set up in CBS. This will allow them to be run in a timely fashion in accordance with the report schedule, and the information provided to the Authority in the appropriate format, including charts and graphs to correlate complex data for you. Commissioning Bodies can access and run data reports for themselves when logged into the Clarion UK portal. Security roles will be used to restrict access to data, for example financial details of Bookings may be restricted to Contract managers

and not available to Booking staff. Access will be restricted by user name and password. The reporting function of the Clarion UK portal includes a range of usage trend-analysis tools and an Excel-compatible download facility where data can be manipulated and analysed further at your leisure.

2. Timetable of key activities

Key activities will be undertaken to ensure Clarion UK is ready for service delivery on the start date. These are captured in Workstream 5 of the Mobilisation and Transition Plan.

Following on from this, Workstream 3 of the Transition and Mobilisation Plan covers how and when the Bookings will be moved over to us. The Mobilisation and Transition Manager, will be responsible for this part of the process.

3. Dependencies

We envisage the following dependencies:

- A counterpart from Authority with whom we will work
- Channels of communication with Commissioning Bodies i.e. names and full contact details or their manager
- Names and contact details of any other third-party suppliers with whom we will liaise
- Training programme for key staff including How to book services and use the Booking service
- Co-operation from current NSLP provider (Capita TI) regarding legacy Bookings
- Copy of current Authority Register
- The Authority to contact NSLPs about next steps and Bookings for services on or after 31st October 2016
- Training programme to key Authority staff on use of legal helpdesk and website
- Knowledge of the Type of browsers that you have
- How the Authority allows access to external websites
- Whitelisting of the spreadsheets or discussion around delivery in other formats e.g. PDF
- Meetings dates, time and location
- Confirmation of report content.

Specifically for the portal, the Authority will be required to have basic computer systems capable of running the latest version of an Internet browser and access to the internet. We recommend use of the latest version of browsers for us to be compliant with Cyber Essentials. We will work with Commissioning Bodies to audit what there is in place and to ensure that the portal does not have use any elements of newer browsers that will stop it working with the old ones. No specialised hardware or software will be required to be installed on Authority IT systems. The Commissioning Bodies will be required to provide adequate support for their IT systems to ensure that access from their network to the online Booking system is possible. The Authority will be required to actively participate in the software development process, having a representative meet with the project team on a fortnightly basis over the 4 sprints for demonstrations, feedback, and discussions. These meetings will roughly take about 2 hours each and while it would be best for all participants to be co-located, the meetings can be organised through teleconference software such as Skype. On request of the project team, the Authority will be required to provide access to the end users of the software in order to gather feedback and possible efficiency improvements. The Authority will also be required to facilitate training workshops for end users. The Authority will be required to provide data for data migration, this will include:

- List of commissioning bodies
- List of venues
- List of users and their security roles

4. Compliance with staff vetting

Clarion UK maintains compliance with regards to vetting requirements in the following ways:

- All Clarion UK office staff and NSLPs are BPSS checked as a matter of course.
- All NSLPs registered with Clarion UK are security checked to a minimum of Enhanced DBS. No NSLP can commence any work with Clarion UK until a satisfactory DBS is provided or carried out, with renewal and verification every 3 years.

Additionally, where assignments require it, higher levels of security will be provided, including:

- The three levels of National Security Vetting, Counter Terrorist Check (CTC), Security Check (SC) and Developed Vetting (DV)
- Non Police Personnel Vetting (NPPV)

We will maintain compliance with the security vetting requirements of this Contract through the Clarion UK NSLP database, held on our CRM system CBS, which records:

- Level of security check achieved (SL1-SL5)
- Dates of issue of security and vetting checks
- Certificate numbers of security and vetting checks
- Date of expiry of registration with NRCPD, and security and vetting checks.

Our CBS system will flag-up those whose security checks are due for renewal within three months of expiration and we advise them of this as a matter of course. It will also identify all NSLPs whose security status has expired, so that they can be suspended from working with Clarion UK until an up to date security check has been obtained. During mobilisation, security details of any NSLPs who have been working with the Authority, but who are not listed on our database, will be requested from the incumbent, and entered into our database. Any missing information will be identified at that point and requested from the NSLP.

5. Governance framework

REDACTED

6. Staff competency

Our Data Security Policy and Plan sets out user responsibilities for acceptable and secure use of IT. These are communicated to all staff, including sub-Contractor and service delivery partner staff handling Authority Data during information security training on induction to Clarion UK and regular annual refresher training. Our personnel and personnel in supply chains are required to demonstrate their obligations when handling government data and each is aware of their legal and Contractual responsibilities including, at the start and termination of employment including the Computer Misuse Act and Data Protection Act. Staff are trained to understand that they are personally responsible for securely handling any information that is entrusted to them.

7. Accredited IT systems

The Data Security Policy and Plan ensures that data is held in a manner which is compliant with:

- Cyber Essentials
- ISO/IEC 27001 – (Information Security Management)
- ISO/IEC 27001 – (Information Security Requirements Specification)
- ISO/IEC:27002 – (Information Security Code of Practice)
- and Schedule 14 (Information Security).

We confirm that as part of our mobilisation and Transition plan, prior to Contract start we will obtain a Cyber Essentials certificate and will recertify every 12 months.

8. Embedding information assurance

All changes to configurations, systems, applications or equipment that could potentially affect the work of more than one person will follow the appropriate ICT change management procedures to minimise adverse impacts of those changes to business operations and the users of ICT services. Our IT providers provide a framework that manages the security and integrity of client data through formal process and standards across the business, and at individual level. They adhere to the ICO Data Protection Act (Registration Reference - Z9689653), and manage all processes in accordance with these obligations. Their individual staff who carry responsibilities for organisational information assurance, will hold membership and adherence to the standards of the respective professional body (British Computer Society); this approach makes for an environment where information assurance is embedded in our organisational activities.

Risk management is built into our **project management processes** through Agile project management methodology. In Agile project management, risk management is proactive as risks are continuously analysed during the fortnightly sprint planning and kept in a risk register. New possible risks will be able to identify and mitigate over the course of each iteration.

9. Security Risk Assessments

REDACTED

10. Managing information security breaches

A security breach is any incident that results in unauthorised access of data, applications, services, networks and/or devices by bypassing their underlying security mechanisms. Clarion UK's incident process will encompass six phases: preparation, detection, containment, investigation, remediation and recovery.

- **Preparation:** Preparation includes our activities that enable the ISC to respond to an incident: policies, tools, procedures, effective governance and communication plans. Preparation also includes the controls necessary to recover and continue operations after an incident is discovered. Post-mortem analyses from prior incidents form the basis for continuous improvement of this stage.
- **Detection:** Detection is the discovery of the event with security tools or notification by an inside or outside party about a suspected incident. This phase includes our initial classification of the incident.
- **Containment:** Containment is the triage phase where the affected host or system is identified, isolated or otherwise mitigated, and when affected parties are notified and investigative status established.
- **Investigation:** Investigation is the phase where our ISC personnel, assisted by our IT professionals determine the priority, scope, and root cause of the incident.
- **Remediation:** Remediation is where we post-incident repair our affected systems and communicate to affected parties. Apart from any formal reports, the post-mortem will be completed at this stage as it may impact the remediation of the incident.
- **Recovery:** Recovery is where we analyse the incident for its procedural and policy implications, gathering metrics, and incorporating "lessons learned" into future response activities and training.

11. Handling protectively marked information

REDACTED

12. Off-shoring

Clarion will not be off-shoring any element of our service delivery.

3BDS7. A robust methodology for business continuity

1. Our approach to business continuity and disaster recovery (BCDR)

The Business Information Manager is responsible for managing business continuity and disaster recovery by way of BCDR processes, documented in our BCDR Plan, attached as **Appendix 1**. Processes cover three core areas organisation, operations and service delivery. Service delivery includes disaster recovery for the Booking service.

We adopt a risk assessment methodology as follows:

- a) Identify each business function
- b) Identify events that might adversely affect each function
- c) Run failure scenarios for each function
- d) Assess likelihood/probability rating
- e) Assess impact on our customers
- f) Assess cost of failure
- g) Assess the cost of preventing the failure
- h) Identify actions to be taken to prevent or mitigate.
- i) Allocate ownership of the risk.

For the Authority, we will create a bespoke, expert BCDR Plan drafted specifically in line with your requirements, in conjunction with your representatives and subject to your approval. This will deliver a first class quality of service to you. The BCDR Plan will be reviewed annually by the Senior Management Team.

All Staff will be trained on BCDR as part of their induction and aware of their responsibilities through our BCDR Disaster Recovery tests. Senior management are also trained in managing BCDR, including:

- Who is responsible
- What actions to take
- How to carry them out
- What technology and physical resources to use.

There will always be at least two senior managers in the building at any one time and they are on call at all times out of hours to action our BCDR where necessary. All the other members of staff will also be aware of the role of senior staff in event of a disaster.

We will invoke an annual BCDR testing protocol where disaster recovery is simulated by acting, carrying out and reviewing scenarios for lessons learnt. Please see **Appendix 2** Business Continuity Testing. We include this in our BCDR testing schedule which is detailed below.

2. Frequency and approach to the testing of the BCDR procedures and processes

A full list of all our BCDR testing regime and elements included is detailed below:

Type of Test	Frequency	Last test
Penetration Testing	Biannual	3rd August 2015
Disaster Recovery	Annually	10th August 2014
Server failure	Annually	18th October 2015
DDOS attack	Annually	3rd August 2015
Email failure	Annually	17th August 2015
Telephone System Switch Over	Daily	Last working day

Annual Disaster Recovery testing will be run at night time and during August, our quietest period, to minimise the effects on our clients. Clients are also warned that we are carrying out our annual test at weekly and daily intervals with a message on our website and told when it is completed.

The disaster recovery testing addresses three main goals:

- Mobilisation of the data recovery team
- Effective mobilisation of all staff using recovery processes and
- Accurate restoration of the systems within an acceptable time frame. The focus is on reaction time of the recovery team and the timeliness of data recovery

Internally, we will prepare staff during pre-test planning meetings, communicating the process, running the scenario, reviewing afterwards and sharing the results with our clients.

Our disaster recovery testing involves the following third parties:

- **REDACTED**, our secure data centre and IT support,
- our telecoms provider Ocean Telecoms and
- our building maintenance and security provider PMS services.

Should the office not be accessible we will use an alternative route to Booking as outlined in 3BDS3. In the event of a complete Bookings system failure, we will revert to using manual Bookings sheets via email or from the telephone. New/modified Bookings will be sent to NSLPs via email or secure smartphones containing NSLP database. In the event of a complete Clarion head office failure we will revert to home working with main telephone lines automatically diverted to mobile.

3. Outline of how often back-ups to data are performed

Data back-ups are performed hourly and daily: CBS comprises of the system itself and the SQL database it uses. The System and SQL – therefore our data - is backed up daily. Additionally, SQL has a maintenance plan associated with it which means it takes backups itself on an hourly basis (journalled) to ensure loss of data is minimised.

Our IT partners **REDACTED** provide us with a fully managed professional data backup solution, including:

- Full system restore capabilities up to bare metal
- Archiving capabilities to store data over longer time periods
- High performance compression to reduce total backup space usage
- Multi restore point capability

Backups are carried out every night. Data uploads to an online storage service, with reports sent each morning to our secure data centre, where they are checked by one of their engineers with action taken to resolve any issues if required. The data is backed up off-site automatically every evening to DataBarracks, which backs up the following:

- Exchange (email)
- SQL (CMS database)
- COMPANY-DATA (Z:\ drive)
- Sage

4. Notifying Commissioning Bodies of events which enact the BCDR Plan

In the event of invoking our BCDR Plan, Commissioning Bodies shall be immediately contacted by phone and email and informed of the event, the planned impact on them and estimated time of return to normal business. Notices will be posted on the website and the portal informing Commissioning Bodies of the situation and the expected resolution times. Contact details for Commissioning Bodies are kept on a password protected and secure Iphone 6, this is also backed up to the iCloud so that we can get to this information from anywhere.

5. How we update the authority on progress of data retrieval and service resumption

The Deputy Operations Manager will communicate with you three times per day by phone and email in terms of resuming Booking service availability. They will communicate with The Authority's named officers, identified during mobilisation after discussion with yourselves.

When the BCDR Plan is used, we will aim to resume services within 2 hours. Recovery arrangements are as follows: In the event of a disaster such as our server suffering from a critical failure, there would be a need bring the replacement server online and restore the backed up data onto it. The time constraints would be, (under our server plan) 3 hours and this could be increased if necessary.

3PR1. Approach to recruitment and onboarding

Maintaining our supply to ensure fulfilment of all Bookings at all times: BSL/English interpreters, Speech to Text Reporters (STTR) and Deaf communication professionals of high quality are in great demand, therefore ***maintaining and improving*** our pool of NSLPs is a continuous objective within our business plans. A key aspect of our retention initiatives is the range of free training and CPD we offer every 4 months. We commission nationally recognised Interpreter Trainers in domains of our NSLPs' choice. Recent topics include police interpreting, [mental health domains](#), legal interpreting and telephone interpreting.

Throughout their training and onboarding process, our NSLPs are introduced to new areas of work so that they can consolidate and deepen their expertise in a controlled way. This qualifies them to work in:

- Health, and mental health
- Finance, business management and professional services
- Employment and access to work programmes
- Justice: Police stations, courts and prisons

Increasing our supply to ensure fulfilment of all Bookings at all times: We are proactive in **increasing** our NSLP resource through a policy of Data Mining. Our internal management information reports enable us to quickly identify trends across requesters, geographies, service and assignment types, in order to predict and pre-empt changes in demand. This proactive management will allow us to strengthen any areas of our delivery to the Authority in advance of a change in demand, rather than reacting to the change. We are training and recruiting an extra 40 Electronic Notetakers and STTRs as a result of a 20% increase in the number of deaf students referred to us across the UK in Higher Education who do not use BSL but have English as their first language.

1. Targeted recruitment campaigns

Our data mining and industry experience gives us an in-depth understanding of the Deaf community needs (language, geography, ethnicity, race, culture) and the very diverse and specific needs of Commissioning Bodies. Our experience as current suppliers to the Authority gives us an advantage over our competitors in understanding how assignments for the police, CPS, family/magistrates/ county/crown courts (prosecution and defence), Access to Work or Sex Offender Treatment Programmes in prisons, differ drastically in terms of demands, challenges and Language Professionals linguistic complexity. We transfer this domain knowledge directly into targeted recruitment to ensure no Commissioning Body is underserved, and no NSLP is under represented, unsupported and left feeling frustrated or unable to progress to more challenging assignments. Importantly, we ensure that no Deaf service user is failed.

We will target the recruitment of NSLPs to ensure sufficient supply to fulfil all Bookings proportional to the demand for all types of non-spoken languages across geographical areas, through:

- National Roadshows: Through our data mining activities, we will run roadshows in areas across the UK. We target the areas which our internal information shows as lacking in a certain type of NSLP or gender, for example, or shows an increase in assignments. Roadshows are led by **REDACTED** and **REDACTED** and involve presentations and Q&A sessions. From these roadshow recruitment campaigns, we gain an average of 6 suppliers per region.
- We will engage with suppliers at regional Association of Sign Language Interpreters (ASLI) meetings.
- We will target newly registering candidates on the various professional body members list such as the National Registers of Communication Professionals working with Deaf and Deafblind People (NRCPD) and ASLI.
- We will advertise recruitment campaigns within our newsletters, on social media and via e-shots.
- We will offer a referral scheme for NSLPs that refer others to us.

Hard to source suppliers for Foreign Sign Languages are subject to intense recruitment through all channels. Additional effort is also employed to recruit Language Professionals in hard to source geographical locations.

We will assess all potential recruits prior to onboarding for competence as follows:

- Skills assessment is one of the most critical steps in this process. We do this by assessing Language Professionals linguistic abilities both at a receptive level i.e. can they understand BSL and turn it into English? And a productive one, i.e. Can they take the English and turn it into clear and understandable BSL? Skills assessments are carried out at interview, or by freelance reference and assessment.
- Professionalism. Do they abide by the NRCPD code of ethics, deal with conflicts and dilemmas professionally and are able to negotiate between competing demands of stakeholders in a manner that maintains confidentiality and integrity? Are they polite and well-mannered at all times? This is assessed by references, feedback and shadowing.
- Pragmatic matters. These are issues that really make a difference, such as reliability, timekeeping and record-keeping and are assessed by references, shadowing and feedback.

To ensure we meet our CPD obligations, for staff interpreters Clarion UK will provide:

- External training: We will agree with each member of staff an annual budget to fulfil their training needs.
- Internal (individual) training: We will conduct formal training with all staff interpreters at least three times a year, and this typically involves one-to-one sessions with a qualified and accredited mentor who is also a practising BSL/English Interpreter.
- Internal (group) training: We will arrange training with nationally recognised interpreter trainers in domains of our interpreters' choice.

In conclusion, our specialist training, intensive support for CPD and rigorous assessment checks means that we will only supply the highest quality NSLPs for your assignments, experienced in your domain and carrying out the work with a high degree of integrity.

Ensuring national coverage to deliver Bookings across a geographic spread:

We will operate a proactive policy of data mining, monitoring supply and demand on monthly basis to identify trends and non-fulfilment rates. We have the flexibility to fulfil requests for data in line with the Contract. Needs assessments mean that we can identify trends across geographies in order to predict and pre-empt changes in geographical demand. This proactive management allows us strengthen any areas of our delivery to you in advance of a change in demand, rather than reacting to the change and means less attention needed from yourselves.

Where data dictates a need for increased resource, we will undertake the necessary recruitment drives. We will market our Contract award within our professional circles to further increase our NSLP pool.

We will hold specific targeted recruitment events and advertisements through the necessary geographies. If financially viable, we would recruit experienced staff BSL/English Interpreters.

On Contract award, we will review the NSLP resource utilised by incumbent providers so that we can make contact with any who are not already part of our own pool of professionals and recruit them for this Contract. We will advertise within our industry specific journals and registration bodies NRCPD and ASLI, on our own website, and through e-shots to our NSLP and client contacts.

We will provide Authority specific training and inductions to all new recruits, alongside robust skills assessments before they will be deployed to the Contract.

NSLP understanding: Only NSLPs who reach sufficient quality and have passed our stringent security checks will be allowed to work on this Contract.

2. Promoting the profession

We will continue our quarterly meetings with industry bodies including ASLI, Scottish Association of Sign Language Interpreters, Independent Translation and Interpreting Services Scotland (ITISS), NRCPD, Visual Language Professionals (VLP), and the interpreter's union NUBSLI (National Union of British Sign Language Interpreters). Meetings are aimed at improving quality of provision of services for Deaf people, discussing industry standards and upholding and developing professional standards.

We will use our long history of partnership working with Signature, the leading, specialist awarding body for qualifications in British & Irish Sign Language, deafblind communication and other deaf communication methods to uphold standards, promote our CPD programme and work together to promote the profession. We will also engage with the National Association of Lipspeakers, British Institute of Verbatim Reporters, Deafblind UK and Sense to ensure our standards and processes match those of specialist representative organisations. Together with these organisations, we will safeguard the interests of people who rely on non-spoken language professionals, such as sign language interpreters or Lipspeakers, to ensure that they are fully qualified for the services they provide, and to promote industry best practice throughout the profession. We will continue our work with academic institutions who train non-spoken Language Professionals including UCLAN, City Lit, University of Bristol, Herriot Watt University and Deafness Cognition and Language Research Centre (DCAL).

REDACTED

We foster an approach of collaboration and are very happy to work with the Lot 4 supplier to promote the profession through training, presentations to the prior organisations, digital information, and internet

campaigns and can also assist with and advise on skills tests and assessments for NSLPs and training for them on our profession.

3. Reporting on recruitment activity

We will include this within our monthly MI and during Contract review meetings, however where our data shows an under representation or trend in any area, we will inform you immediately and being appropriate recruitment campaigns.

We will provide the Authority with data on actual numbers on our register, potential numbers being processed, ongoing recruitment campaigns, and success rates from recruitment drives.

We already report on this internally at SMT level so are capturing all the details, however during our initial reviews with Authority, we are happy to discuss any additional recruitment reporting that is required. This includes metrics on campaigns run, applications, qualifications, registrations, type and actively working.

3PR2. Our proposals for complying with Security Levels and security vetting requirements

1. Security requirements: In this section we demonstrate our understanding, management and assurance procedures for:

- Disclosure and Barring checks (DBS)
- Baseline Personnel Security Standard (BPSS)
- The three levels of National Security Vetting, Counter Terrorist Check (CTC), Security Check (SC) and Developed Vetting (DV)
- Non Police Personnel Vetting (NPPV)

Disclosure & Barring Service Checks (DBS): As part of the onboarding process, NSLPs registered with Clarion UK are security checked to a minimum of Enhanced DBS. This is a standard organisational requirement; no NSLP can work with Clarion UK until a satisfactory DBS is evidenced, with renewal and verification every 3 years. NSLPs must provide original DBS certificates for verification, and the certificate number and issue date are recorded in our MI system (CBS). Where a DBS shows convictions, cautions, warnings or reprimands, accordance with our policies on DBS, Safeguarding and Recruitment of Ex-Offenders. Depending on the date, nature and severity of the offence, the details may be referred to our specialist HR Consultants, Cambridge HR Solutions. In accordance with legalisation and Clarion UK's policies, we will assess DBS certificates and implications, in order to make the final decision to allow an NSLP onto our work register. The applicant will be informed if their DBS check is to be referred to our HR Consultant, and is informed of the decision within 10 working days. Clarion UK accepts original DBS checks for individuals carried out on behalf of other organisations, providing they are less than 3 years old. Alternatively, Clarion UK can organise DBS checks on behalf of individuals through our registered umbrella body Essex Coalition of Disabled People.

Baseline Personnel Security Standard (BPSS), SL1: BPSS is not a formal security clearance, but is a package of pre-employment checks that represent good recruitment and employment practice, and which is regularly used by Clarion UK. The BPSS covers verification of

- (i) identity,
- (ii) nationality and immigration status (entitlement to work),
- (iii) employment history and
- (iv) criminal records (unspent convictions).

To enable us to verify all four elements, NSLPs must provide the following:

- Confirmation of name, date of birth and address
- National Insurance number or other unique personal identifying number where appropriate
- Full details of previous employers (name, address and dates), for a minimum of past 3 years
- Confirmation of any necessary qualifications
- Confirmation of permission to work in the UK, if appropriate
- A Disclosure and Barring Service Check certificate (DBS)
- Details of two employer references

Clarion UK take steps to confirm the accuracy of the information provided, such as contacting employers to check start and leaving dates, or confirming qualifications by contacting the awarding organisation. We

ensure that there are no obvious gaps and that the information is consistent by cross-referencing the data provided. Results of the BPSS process are recorded in our MI system.

National Security Vetting: There are 3 levels of National Security Vetting (NSV):

- Counter Terrorist Check (CTC), SL2
- Security Check (SC), SL3
- Developed Vetting (DV), SL4

These checks are usually carried out by the relevant Government Agency and results of all NSV processes are recorded in our MI system.

Non Police Personnel Vetting (NPPV), SL5: NPPV provides a means of ensuring that any persons (other than police officers, police staff and members of the Special Constabulary) having physical or remote access to police premises, information, intelligence, financial or operational assets have been assessed on reliability and integrity and therefore suitability for clearance. NPPV Level 3 is required by individuals who require long-term, frequent and uncontrolled access to Secret – Police and occasional access to Top Secret – Police Assets. We adhere to the Association of Chief Police Officers (ACPO) National Vetting Policy for the Police Community on recommended renewal period of 5 years, with an annual security review. Each police force may require an NPPV check to be carried out for Contractors working with them specifically, however, their policy should also allow Contractors, or other non-police personnel, to transfer or operate within different forces or agencies with a minimum of duplication of vetting procedures, whilst maintaining high professional standards. Results of all NPPV processes are recorded in our MI system.

2. Monitoring security vetting: The Clarion UK NSLP database, held on our MI system CBS, records:

- Level of security check achieved (SL1-SL5)
- Dates of issue of security and vetting checks
- Certificate numbers of security and vetting checks
- Date of expiry of registration with NRCPD, and security and vetting checks.

Our CBS system will flag-up those whose security checks are due for renewal within three months of expiration and we advise them of this as a matter of course. It will identify all NSLPs whose security status has expired, so that they can be suspended from working with Clarion UK until an up to date security check has been obtained. Completed Baseline Personnel Security Standard Forms are scanned and attached to CBS records. Clarion UK do not expect to hold copies of completed NSV and NPPV forms, these will be kept by the relevant authorities.

As part of the onboarding process, all NSLPs will be issued with Clarion UK photo identity cards and Clarion UK lanyards for identification purposes. The ID badge includes; a passport sized photograph, the full name, Clarion UK name, unique reference number, interpreter type and date of issue and expiry. All costs associated with carrying out security and vetting clearances and checks for Clarion UK staff and freelance non-spoken NSLPs will be covered by Clarion UK.

3. Working with the Quality Assurance Supplier: We will communicate vetting information with the QA Supplier. For all NSLPs for which there has been a change in qualification or security status, changes will be submitted within 2 working days to the QA Supplier. The QA Supplier will use the information contained in these forms to update the Register. The exact format of the communication can be determined in liaison with the QA Supplier and the other Lot Providers during mobilisation. Requests for accelerated vetting shall be made by a call to the QA Supplier helpdesk, to be followed up by an email. A specific email address, monitored by the Account Manager, and nominated Bookings Officers will be set up with the QA Supplier of:

- Submitting vetting requests.
- Informing the QA Supplier if we believe an NSLP should be removed from the register
- Receiving notifications from the Quality Assurance Supplier that an NSLP has been removed from the Register. These notifications will be actioned within 24 hours of receipt so that the status of the NSLP can be changed in the MI system so that they will no longer be considered for Authority work, and can be removed from any future Bookings to which they may have been allocated.

3PR3. Our process to ensure Non-Spoken Language Professionals (NSLPs) are aware of and adhere to confidentiality requirements.

Our approach to confidentiality mirrors the Authority's requirements; our aim is to ensure that NSLPs maintain confidentiality at all times and do not seek to make personal gain through information disclosed during their work in line with Article 5(3) – Confidentiality of the Directive and as required by the Authority Code of Conduct.

, Confidentiality and Information Governance policies to support our commitment. Confidentiality is embedded throughout our organisation. All internal staff and NSLPs supplied by Clarion UK sign acceptance of our Terms and Conditions of Business during our onboarding process alongside any external regulatory body requirements and we foster a culture of respecting the information we receive during our working activities so that it is treated with the highest levels of integrity.

Mechanisms: Staff and NSLPs will be inducted into our confidentiality protocols and made aware of our expectations at the start of appointment or employment during the onboarding process. This is further reinforced during legal training and within Contract specific inductions and training, which will be the case for NSLPs assigned to this Contract, during Authority Code of Conduct inductions. Our Terms and Conditions state:

"You will comply with Clarion's standards of conduct and treatment of confidential information as detailed in Clarion's HR Handbook. You will comply with the NRCPD or ASLI professional code of conduct, and conform to the ethical and professional standards commensurate with the Organisation within which you are assigned."

Clarion UK's standard of conduct mirrors that of the National Register of Communication Professionals working with Deaf and Deafblind people (NRCPD). We will only ever use NSLPs who are registered with their appropriate regulatory body – NRCPD for Sign Language Interpreters, Lipspeakers, Interpreters for Deafblind People and Speech to Text Reporters and Notetakers – membership of which requires each to sign up and adhere to professional Codes of Conduct. The NRCPD code of conduct states:

"You must respect the confidential nature of any information gained in the course of your professional activity. You are expected to keep confidential any information pertaining to, or arising from, an assignment. However, there may be circumstances where disclosure is acceptable, such as:

- a. You may pass on information pertaining to or arising from an assignment if failure to do so could result in prosecution, or if required to do so by law.*
- b. You may pass on information pertaining to or arising from an assignment to protect the welfare of an individual or the community at large.*
- c. You may wish to use evidence of performance for training, assessment or professional development purposes. You should respect the consumer's right to confidentiality, and only use such evidence with their permission. Information exchanged in the public domain is not confidential. If required, and with the agreement of all parties, you may work to the confidentiality policy of the employing institution."*

Where there exists no such regulatory Code of Conduct for certain NSLPs - Irish Sign Language Interpreters, Foreign Sign Language Interpreters, Visual Frame, Deaf Relay (Intralingual language modification), Cued Speech/Makaton – Clarion UK follows the professional guidelines laid down by NRCPD and the Scottish Association of Sign Language Interpreters, mandating all our suppliers to abide by them. To become a supplier, each is required to sign adherence to our Terms and Conditions of Business which is recorded within our databases.

1. Being aware of sensitivities and maintaining confidentiality

REDACTED

2. Breaches of confidentiality

We will operate an open-door policy and encourage NSLPs and staff to report any concerns on confidentiality or potential breaches. Where we are alerted to a potential breach, we will immediately notify the Authority by phone and email through our account management process detailing the alleged breach, what is happening to rectify it, and what progress is being made. Our first aim will be to minimise the impact of the breach and to prevent any further disclosures. We will do this by allocating a senior manager and investigating as a matter of priority by discussing with the client, the Authority and the NSLP with reference

to the NRCPD code of conduct. We will also temporarily suspend the NSLP and replace with another one as soon as possible. As soon as the extent of the damage has been ascertained, we will do all we can to rectify this by a) providing training, b) removing from database, or c) reporting to NRCPD, depending on the seriousness of the breach. It will be rectified by agreeing a course of action with the Authority and carrying this out e.g. Data Protection breaches may entail a financial penalty or a clear and formal apology may be necessary. We will liaise regularly throughout with the Authority on findings and developments and report on the matter during Contract review meetings. Breaches will be dealt with according to the procedure detailed below.

3. Dealing with breaches

We will deal with breaches in accordance with our complaints procedure and within 1 working day:

- We will allocate a named person to deal with the breach. We will also call upon our HR advisors, Cambridge HR Solutions Ltd, who advise us in complex, sensitive cases or ones with legal ramifications.
- We will capture in writing the nature of the breach.
- We will investigate and gather information about the breach.
- We will suspend the NSLP from duty depending on the severity of the issue. This is dependent on the consequences of the breach, for example: "Interpreter x named the court I was at in a conversation with another deaf person" would not result in suspension as this is in the public domain but would still need addressing. Whereas, "I told something in private to the interpreter during the lunch break at court and they told the prosecution team" would result in suspension.
- We will refer to the Quality Assurance Supplier for further investigation where necessary, or review.
- We will refer to the appropriate regulatory body such as NRCPD if appropriate.
- We will conclude the investigation and notify all parties.

We will work openly and honestly with the Quality Assurance Supplier, sharing the results of the investigation, implementing necessary training and recommendations to prevent recurrences, disseminating lessons learned and reviewing recommendations to ensure they are effective and have achieved the desired outcome.

3PR4. Working with the Quality Assurance Supplier

Clarion UK will foster a collaborative approach and build a partnership with the Quality Assurance Supplier (QAS) with the overall aim of providing a seamless, high quality language service. We will engender open and transparent lines of communication, nominating representatives within Senior Management to provide effective, timely communications: Areas of responsibility are as follows:

- : Operational such as significant complaint about non-arrival of Non Spoken Language Professionals (NSLPs)
- Data Integrity such as NSLPs' security vetting and registration status
- Financial Management such as invoice or management information issues
- Account Management
- Overall responsibility for QA outcomes and oversight of the Contract

We will work with the QAS in the following way:

a. Pre-registration of NSLPs: Providing open, swift and transparent access for any necessary action to allow them onto the approved register in accordance with the Authority's requirements. A specific email address, monitored by the Lead Account Manager and nominated Bookings Officers will be set up for communications with the QAS.

b. Post-registration of NSLPs: Giving full and responsive support for the QAS' liaison with NSLPs regarding anomalies or changes. Clarion UK will maintain, on its secure server, full records for each NSLP detailing their qualification and Security Level details. We will provide updates within 2 working days of those who have successfully completed onboarding to the QAS as well as annual updates of number of hours worked.

c. Quality Assurance: Providing swift access to the QAS of details of NSLPs and their cases. Discussion around any identified issues and the rectification plan in place to address the issue. If the quality falls below an acceptable standard then we notify the QAS for their action. We will communicate quickly, accurately and efficiently to gather evidence in relation to any complaints received. If suspension or removal from the

Authority's register is appropriate, this is actioned and the National Register of Communication Professionals working with Deaf and Deafblind People (NRCPD) informed.

1. Improving standards of interpreting within the justice sector

REDACTED

2. Developing, Promoting and Managing

We will proactively monitor our services to ensure high levels of client satisfaction and minimising any complaints. We utilise channels of:

- A feedback questionnaire with every Booking
- Weekly random feedback requests by email, SMS, online
- Attending "live" interpreting sessions to assess and provide feedback, guidance and advice
- Our active presence on social media enables more people to feedback
- Twice yearly detailed client satisfaction questionnaires

We will analyse all feedback, identify trends and action any areas for service improvement. Where we receive a complaint on the quality or standard of interpretations, we will follow the Contract's complaints process and provide details to the QAS. In our spirit of openness and collaboration with the QAS, we will fully co-operate with any investigation undertaken by them, complying with the recommendations of their review.

Where required, we will provide a range of useful literature, offer advice on entering the profession and the appropriate training to undertake, we can educate QAS staff on the needs of the Deaf Community and how this relates to the Authority Contract, we will also assist with and advise on skills tests and assessments for non-spoken Language Professionals.

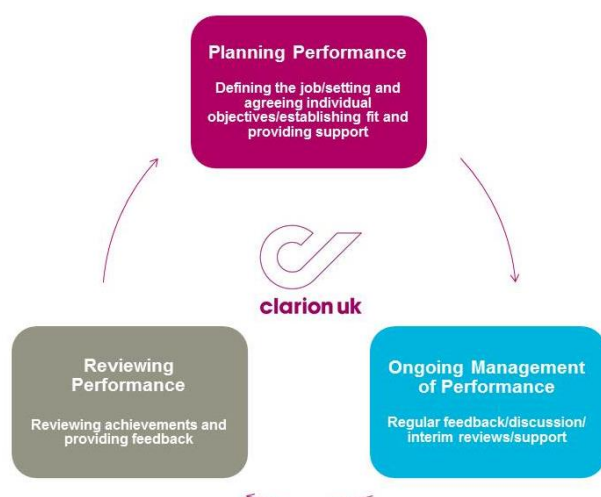
Mystery shopping: We will work collaboratively with the QAS in order to conduct mystery shopper exercises on our services. We can provide assignment lists of all Bookings suitable for a mystery shopping exercise. We will ensure our lists are wide ranging in terms of type of NSLP booked, location and content of assignment.

Ad hoc audits: Internal spot checks and audits already forms part of Clarion UK's day to day operations. We will work with the QAS to ensure Authority audit requirements are met...

3PR5. Our approach to encouraging good performance of Non-Spoken Language Professionals.

1. Encouraging and managing excellent Performance

The diagram (right) reflects our broad approach which integrates the informal, day-to-day management of individuals and teams by their immediate line manager and the formal framework within which the performance of individuals and teams is assessed and improved. Excellent performance is embedded



throughout our service delivery and instilled in every member of staff and Non Spoken Language Professional (NSLP) through our internal terms of business and service level agreements, alongside only providing professional, qualified, registered interpreters who are committed to CPD and membership Code of Conducts. Excellent performance will be further reinforced through Authority Contract specific inductions, training and adherence to your Code of Conduct, alongside:

- Passing all feedback and one-off comments to the NSLPs concerned, and recording this in their CPD file.
- For positive feedback, we send "Thank you" chocolate

- At the conclusion of crown court assignments, we issue a small profit share and “Thank You” cards
- Rewarding repeat requests for particular NSLPs by offering more Bookings and small, financial bonuses.

We will offer regular, more standardised incentives as part of a total reward strategy, including:

- Unambiguous terms and conditions of engagement
- Fair rates of pay and good working conditions
- Challenging and diverse assignments
- Support, supervision and mentoring
- Monthly newsletters and blog posts to share best practice, changes in legislation, advances in BSL research and more practical matters such as technology changes
- Guidance on expected standards of service and dress code
- Free training provision
- Training bursaries for specialist services e.g. STTR and
- Preferential Associate Scheme including guaranteed hours and priority Bookings
- Offer of employed status
- Recognition of excellent performance through bonus schemes and monthly awards

2. Addressing and managing poor performance

A fair and thorough investigation and resolution of poor performance or disciplinary issues is achieved via our complaints process (freelance NSLPs) or performance and disciplinary process (employed NSLPs). We will capture full details from the Commissioning Body and/or through completion of our client feedback form; all details are recorded in our complaint log. A full investigation determines the nature and level of the matter: Minor, Medium or Significant. If “minor”, i.e. client concern raised, or “not upheld”, the matter is discussed fully with the NSLP on an informal basis. An informal procedure will broadly involve the following steps:

- 1) Feedback, in private
- 2) Identify barriers to performance e.g. home factors, work place factors, competence, effort, workload. Understanding the reason for poor performance could result in formal re-induction, Contract specific training, additional mentoring and support, co-working and shadowing, and not being booked alone until performance is deemed to have improved.
- 3) Discuss and agree on improvement programme
- 4) Set measurable standards
- 5) Weekly progress meetings

The matter may result in no further action, or escalated to “medium” or “significant”. “Medium” or “significant” results in immediate suspension of the NSLP. A full investigation would ensue and the outcome communicated to the complainant within 3 working days of being received. If the matter is “not upheld”, the NSLP is reinstated with a clear rationale. Full details are then recorded in accordance with Data Protection:

Employed NSLP Disciplinary: If the NSLP is employed by ourselves, we again capture full details from the Commissioning Body and/or through completion of our client feedback form in full. The matter is then dealt with through our Disciplinary Process as follows:

- Stage 1 - Informal counselling to give NSLP an opportunity to rectify the situation.
- Stage 2 - A formal verbal warning will be issued if improvement does not result following informal counselling or for more serious breaches. NSLP will be told of steps they must take to improve conduct and if appropriate the time limit for improvement. This will be confirmed in writing and recorded on their personnel file for a period of time normally 6 months.
- Stage 3 - For more serious matters or where the NSLP fails to meet the required standards after having being given a formal verbal warning, they may be given a written warning. This will state the nature of the complaint, the required standards that must be met and where appropriate a time limit for improvement. It will also state that further disciplinary action will be followed if the required standards are not met. One copy of which will be retained by the NSLP and one placed on their personnel file normally for a maximum of 12 months.
- Stage 4 - For serious matters or where the NSLP fails to reach the required standards after being warned, they may be given a final written warning. This will state the nature of the complaint, the required standards to be met and where appropriate a time limit for improvement. It will also state that

the NSLP will be dismissed if the standards are not met or if there is further misconduct. One copy is retained by the NSLP and one placed on the personnel file normally for a maximum of 12 months.

- Stage 5 – For Gross Misconduct (in which case the first 4 stages may be omitted) or where the NSLP fails to meet the required standards after due warnings have been given, they may be dismissed. In extenuating circumstances we may apply another sanction such as disciplinary transfer, disciplinary suspension without pay or demotion. This will be confirmed in writing.

All internal disciplinary matters are dealt with professionally and impartially by our CIPD advisors, Cambridge HR. We comply with the basic principles of fairness set out in the ACAS (Advisory Council and Arbitration service) code of practice on disciplinary and grievance procedures.

3. Poor Performance NSLP Examples and remedial actions

REDACTED

4. Reporting on non-performance and disciplinary matters

NSLP data on non-performance and disciplinary proceedings is reported monthly at our SMT meetings and to the Authority and QAS by **REDACTED**, your Account Manager. **REDACTED** is responsible for engaging with the QAS to exceed expectations on adherence to your Code of Conduct. We strive for excellence, using feedback to continuously improve our services to both clients and Deaf users. We will engage with the QAS in an initial meeting to set up protocol and a Code of Conduct plan on training, promotion and the process for breaches, with daily and weekly dialogue on progression of the plan and monthly reviews. To improve adherence to the code, we envisage discussions with NSLPs about concerns they have, by sharing of best practice, see [Modern Dress Codes for the Modern Interpreter](#) and joint Contract training to further promote. Please see our recent statements on social media on [support for NRCPD](#); we will adopt the same proactive approach with the Authority on your Code of Conduct. Commissioning Bodies will be updated as to the status and outcome of any incident investigation. This will be in line with our complaints process and will be achieved through telephone and email immediately, three days after for complaint resolution and also during our review meeting when MI will be shared by them on poor performance.

3PR6. Encouraging Non Spoken Language Professionals (NSLPs) to continually develop and improve

Clarion UK are experts within the field of non-spoken communication support and at providing high quality services to Deaf people. This domain requires NSLPs with specialist, technical training and skills who take one route to market, £7,000 to train and 10 years to achieve registration.

We do not believe that generic or all-encompassing language organisations have the necessary understanding of the Deaf Community or the intricacies of NSLPs, nor the expertise to provide this level of support.

Our industry standing and relationship with the Deaf Community gives us the knowledge and expertise to improve and develop our NSLPs to meet the very diverse and often challenging needs of the Authority's Deaf service users. Through our specialist training, intensive support for CPD and rigorous assessment checks, the Authority will be allocated only the highest quality NSLPs for your courts and legal domains, who are experienced in these settings and who consistently deliver services with a high degree of integrity and excellence.

Our vision and commitment to continuous improvement

At Clarion UK, our service delivery is built upon strong core values, that: "Every deaf person gets the finest quality interpreting, employment and support services in the right place, at the right time, delivered with perfect accuracy."

To achieve this vision, we embed an ethos of continuous improvement throughout our organisation and supply chain. We are proactive and passionate in supporting our professionals to continually learn, develop and improve.

Our commitment to this is demonstrated by our rolling programme of Continuous Professional Development (CPD) for staff and freelancers, and we allocate a minimum budget of £2,000 per annum to each staff NSLP to fund their training.

Maintaining and improving skills

All NSLPs assigned to the Authority Contract will have:

- undertaken our stringent induction during the onboarding process
- been through our legal training and assessment process
- commenced or completed relevant refresher courses
- undertake Continuous Professional Development

Our 'governance' courses and processes are designed and delivered by Julia Anderson, a respected, longstanding BSL Interpreter who is a specialist in court work at all levels.

Only those NSLPs who reach sufficient quality and expertise during this process, and pass our rigorous security checks, will be allowed to work on this Contract.

Specialist training sessions

For our staff and freelance NSLPs we arrange specialist training with nationally recognised interpreter trainers in domains of our interpreters' choice. Recent topics have included: police interpreting, mental health domains, legal interpreting and telephone interpreting.

Manjit Gahir Consultant Forensic Psychiatrist at HMP Whatton recently delivered training to our staff and freelancers on "BSL users and the Psychiatric Profession: Challenges, Issues and Breakthroughs".

In January 2016, David Wolfenden, director of Association of Sign Language Interpreters (ASLI) and Board member of National Register of Communication Professionals working with Deaf and Deafblind People (NRCPD) provided training on "Vicarious Trauma in the Criminal Justice System" for our staff and freelancers in Cambridge.

In Summer 2015 we provided training for our staff and freelance interpreters on our Video Remote Interpreting service. This was achieved face to face, on a 1:1 basis and on-line. This ensures that all the Clarion UK team are equipped with the appropriate skills and competencies to work with these innovations.

Sector specific developmental activities

During Contract mobilisation we will provide "post-qualified" training to staff and freelancers in venues around the UK at Manchester, Birmingham, London, Wales, Newcastle and Bristol. This will cover:

- Introduction to Court Interpreting, including Crown, Family and Magistrates
- Police interpreting
- Bail procedures
- Plea and directions
- Trial, verdict and sentencing

Our "Introduction to Court Interpreting" covers theoretical, practical, logistical and linguistic challenges specific to the setting, protocol and dilemmas.

"Police Interpreting" covers:

- Police and legal procedures
- PACE
- Safe working practices
- Video and written records
- The 'Interpreter Statement'

Throughout their training during their onboarding, our staff and freelance NSLPs are carefully introduced to new areas of work so that they can consolidate and deepen their expertise in a controlled way. This is achieved under close supervision which means that by the time interpreters have two years' post

qualification experience they can work in the demanding legal sector. All NSLPs provided to the Authority will have refresher training annually.

From our development and improvement initiatives, we have already upskilled and improved 124 Language Professionals within these domains.

Clarion UK Staff Interpreter Development

We will conduct formal training with all staff interpreters at least three times a year, and this typically involves: 1:1 sessions with a qualified and accredited mentor who is also a practising BSL/English Interpreter. We also provide supervision on a regular basis addressing training needs at every session.

Keeping up to date on current developments and training

We have continuous quarterly meetings with industry bodies including ALSI, the Scottish Association of Sign Language Interpreters, Independent Translation and Interpreting Service Scotland (who hold a register for Scottish Interpreters), the NRCPD, Visual Language Professionals, and the interpreter's National Union of British Sign Language Interpreters. Through these, we identify emerging best practice, industry changes, updated professional standards and newly available training, in order to disseminate this to our NSLPs and provide training on such subject matters to ensure their skill sets remain current.

Working with the Quality Assurance Supplier

We will pass on our knowledge, experience and methodology for developing language professionals to the Quality Assurance supplier, offering guidance, support and recommendations on how to continuously improve the skill sets of our supply chain. We will input on any training programmes being rolled out to other lot suppliers, to support the ongoing improvement of service quality.

Monitoring and reviewing

We will include evidence of monitoring and reviewing NSLPs' Continuous Professional Development and training within our monthly MI and during Contract review meetings. We will provide the Authority with data on CPD and training undertaken within the current year, aligned to the professional registration of each NSLP.

We already report on this internally at SMT level so are capturing all the details, however during our initial reviews with Authority, we are happy to discuss any additional training reporting requirements.

3 MTC1. A clear, comprehensive and credible mobilisation and Transition plan

1. Mobilisation and Transition plan

Our comprehensive M&T plan will ensure a co-ordinated and smooth Transition. We will undertake internal monitoring on daily, weekly, monthly and annual basis with reporting and communication to the Authority aligned to set time-frames. Delineation between M & T is a challenge as we are already doing the work, however clarification will be gained in partnership with key stakeholders during the Transition phase.

Within 5 days of announcement of preferred bidder for the Contract, we shall provide a named M&T Manager who will lead our team. We have both internal and external roles with the appropriate skills and experience to carry out these responsibilities. They are:

- M&T Manager responsible for the mobilisation and Transition
- Lead Account Manager also responsible for Transition
- Training delivery to Authority and Internally
- Contract compliance and legal diligence
- Marketing and Communications
- HR for staff issues including TUPE and policy development
- Website development
- ICT (and portal development)
- Data security and resilience
- Video link development
- NSLP onboarding mobilisation
- Strategic oversight

These 12 aspects will be covered by the M&T team of 14 individuals, with lead responsibilities designated in 6 Workstreams. Separation into 6 key Workstreams provides us with a robust methodology with clear lines of responsibility, accountability and acceptance criteria.

- **The HR Workstream** will result in us having all key staff in place and all TUPE completed.
- **The Service Delivery Workstream** will give us a smooth Transition to enable acceptance from 19 October 2016 of all Bookings for services starting on or after October 31st 2016 as well as the completion of all training and materials to support our delivery of the Contract.
- **The Onboarding Workstream** improves upon our pool of vetted, experienced and registered NSLPs available for the Contract and reassures their commitment to ourselves and this Contract.
- **The ICT Workstream** ensures all our technology systems are up and running perfectly.
- **The Information Security and Integrity/Policies Workstream** guarantees that all our process mapping for the new Contract is aligned to our ISO 9001:2008 process.
- **The Governance Workstream** guarantees that accountability as well as clear, effective communication is at the forefront of all our actions.

Our Transition objectives are:

- The successful transfer of NSLP services to Clarion UK in line with commencement date so that all KPIs are either met or exceeded.
- The successful transfer of NSLP services to Clarion UK in line with key milestones and timescales.

2. Specific Activities

Following Contract award, we will meet with you to jointly plan Contract mobilisation and Transition. Our activities are clear and well defined within individual workstreams. Above all, they are pragmatic and flexible to ensure achievement of a well-managed and successful service launch. Each workstream of activities will be managed by a designated Lead:

1. HR (staff and TUPE) – REDACTED
2. Service delivery and communication – REDACTED
3. Onboarding of Language Professionals – REDACTED
4. ICT (other than the portal) – REDACTED
5. Information Security and Integrity Policies – REDACTED
6. Governance – REDACTED

Please see attached Gantt chart for specific activities, lead responsibilities, clear milestones and target completion dates. This covers both activities in the mobilisation period and the Transition period.

In summary, the Authority will benefit from:

- Risk reduction through an experienced approach to key stages and critical path activities
- A mobilisation and Transition plan with contingency to deliver to the required timelines
- Confidence that the implementation of the services is tracking to plan, using structured reporting and task and milestone management
- A well planned introduction to our services

3. Project Management

Our project management techniques include:

- Prince 2
- Gantt charts
- Risk Management and Registers
- Agile Project Management for software development.

These management tools are used in conjunction with our ISO 9001:2008 quality management and auditing system to produce projects that are measurably successful.

A collaborative approach to planning from the start of the engagement will ensure a solid foundation; it will confirm that all parties have sufficient resources and decision makers engaged and available.

Our plan identifies and defines the requirements and supporting tasks followed by the requisite sequencing of activities. Our experience shows that this planning focus is a proven and effective way to ensure full understanding of what is required in order to achieve the verifiable deliverables to the required outcomes for the service.

Clarion UK will provide consolidated project management reports with key information documented in a way that that the audience can understand, interpret and question. Our planning includes a 'dress rehearsal'. This is a key component of our Transition to live services and includes:

- Full end to end client journey scenarios
- Non-conformity scenarios (interpreter not arriving, interpreter delay etc.) and
- Risk identification, capture and planning for mitigation.

Gantt charts will be used to illustrate our project schedule. They illustrate the start and finish dates of the terminal elements and summary elements of a project with the work breakdown structure of the project. It will also show the dependency relationships between activities and current schedule status using percent-complete shadings and a vertical "TODAY" line.

Risk Management and Registers allow for the identification, assessment, and prioritisation of risks followed by coordinated and economical application of resources to minimise, monitor, and control the probability and/or impact of unfortunate events or to maximise the realisation of opportunities. Clarion UK risk management's sole objective is to ensure uncertainty does not deflect this project from its business goals.

4. Risks

Clarion UK has well established processes for the management and escalation of risks and issues. Our standard risk and issue process ensures consistency and has been well proven in the services we provide. **REDACTED** will identify all potential risks using a risk register and assign them a category, a probability score (1-10), an impact score (1-10), and full risk score, then allocate a RAG (Red/Amber/Green) rating to prioritise a response and a trigger and an owner.

The risk and issue management process will be overseen by the M&T Manager, responsible for:

- Reviewing any new risks or issues to confirm the assessment is correct; where necessary undertaking further impact assessment activity
- Ensuring correct assignment of the owner
- Ensuring that appropriate management strategy and actions are undertaken
- Regular reviews of risks and issues with their owners
- Reporting, and where appropriate escalating, risks and issues to the M&T Board
- Maintaining accurate and up to date risk and issue logs.

We will agree escalation routes at the outset through our stakeholder engagement model, ensuring high quality management of all risks and issues. We will work with the Authority to align our approach and ensure consistency and visibility of all risks and issues.

There are some high level risks that have already been identified:

1. Other operational priorities may impact the progress of this project

- Short and seamless Transition due to being your current suppliers means that there is little risk to mobilisation

2. Sufficient resource unavailable during key project activities

- Implementation timeline could be impacted by limited resources; we will plan our own resources and will work closely with the Authority for early identification of resources and timelines

3. Staff may choose not to TUPE Transfer to us

- We will foster open and honest communication with all members of staff as early as possible post Contract award, ensuring that staff feel supported by us throughout the process. TUPE is often an anxious time and the provision of information about Clarion UK as an employer and our onboarding processes will provide assurance of our commitment to staff. Our HR Lead has significant career and experience of TUPE Transfer In and Out processes

- TUPE process will be closely managed alongside any necessary recruitment process if not all staff transfer and this will be planned in advance and initiated quickly if required.

4. Unplanned changes during the implementation period

- Will be impact assessed and formally approved.

5. REDACTED

6. Compliance

Contract compliance will be managed by REDACTED with support from REDACTED and REDACTED. Tim in particular has experience in legislative requirements and Contract compliance for both Capita TI and our other, significant clients.

The Clarion UK Booking system and portal produces data in real time so that Contract compliance can be measured and reported on daily. Our KPIs are also monitored at SMT level and risk of non-compliance is identified very early on so that it can be proactively managed. This leaves the Authority with very little active management of the Contract.

Legislative requirements such as changes in government or Authority policy are monitored by Assheton Bogg and again, actively managed so that we can warn our clients of upcoming issues rather than having to react to them.

7. Stakeholder engagement

Our initial Stakeholder Engagement Model will focus on ensuring that Stakeholders are provided with the correct level of information and detail that will allow them to fulfil their duties from an informed and accurate base that also allows for consistent messaging between our Teams. We will include planning of activities, and scheduling for decision making activities which we will ensure comes with the appropriate level of information sufficient to make informed decisions.

The list of stakeholders for this project includes, but is not limited to:

- Commissioning Bodies and staff
- Current NSLPs working on the Contract
- Representative bodies for Language Professionals other than BSL/English Interpreters – Lesley Weatherson as chair of the National Association of Lipspeakers, Leah Willersdorf as chair of the British Institute of Verbatim Reporters and Jeff Skipp from Deafblind UK.
- Association of Sign Language Interpreters, Visual Language Professionals, Scottish Association of Sign Language Interpreters,
- National Register of Communication Professionals working with Deaf and Deafblind People
- The Mobilisation and Transition Board
- The Governance Board
- Internal Staff

We will use a variety of media to identify the most appropriate method of delivering the appropriate message at the appropriate time and to the appropriate audience. In turn we will open communication channels through Stakeholder meetings, NSLP forums and feedback mechanisms such as satisfaction questionnaires to receive input to the service.

The types of communications media that we plan to utilise include:

- In-house Newsletters
- Email for immediate response communications
- Website for services provision
- Information leaflets for NSLPs
- Videos in both English and BSL for Deaf relay interpreters.
- Press – to be utilised jointly between all suppliers and during launch activities
- Service Promotion Leaflets
- Internal presentations to staff
- External presentations to freelance NSLPs at locations with match ASLI regional meetings (see map):

Our current experience as provider to the Authority means that within our teams we have good local knowledge and an existing method for receiving stakeholder input.



8. Governance

To provide appropriate governance during mobilisation, Clarion UK will allocate operational and managerial resources at a senior level to the Transition Project Board and Working Group. The key purpose is to ensure that all parties have accountability for the success of the service implementation and ongoing provision. These forums will also provide core project governance and support stakeholder and communications processes.

Attendance of these groups will be within one week of Commencement Date to ensure the project is tracking to plan within the mobilisation period. This model will confirm that all aspects of change (whether people, process, or system) relating to the implementation of the service are reviewed to ensure:

- Maintaining client services and minimising risk
- Business continuity during Transition of existing and introduction of new services
- Appropriate policies and procedures are reviewed, developed and amended as necessary

In accordance with the Transition Plan we will seek Authority sign-off once you are satisfied that all the agreed actions have been carried out to a satisfactory standard, that enough of the functionality has been developed to enable the Authority to book language services according to their expectations, and that all Contractual obligations have been met.

The project sign off will occur in phases. The first go-live period will be signed off after an Authority pre-test, and responsibility to begin taking service Bookings for all Bookings that fall after the 31/10/2016 will be transferred to the new supplier. The next sign off, which marks the end of the Contract with the current supplier, will transfer the responsibility of taking all further Bookings to the new supplier. The final sign off will occur on the 01/12/2016 which will transfer all the legacy and on-going Bookings to the new supplier. The new supplier will then be providing 100% of the service and the mobilisation and Transition project will be complete.

9. Supply chain

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10. Any Authority dependencies

The only dependencies we will rely on from the Authority are those outlined under our approach above. In summary these are:

- A counterpart from Authority with whom we will work
- Channels of communication with Commissioning Bodies i.e. names and full contact details or their manager
- Names and contact details of any other third-party suppliers with whom we will liaise

- Training programme for key staff including How to book services and use the online Booking service
- Co-operation from current NSLP provider (Capita TI) regarding legacy Bookings.
- Copy of current Authority Register
- Authority to write to all Registered NSLPs about next steps and Bookings after 31st Oct 2016
- Training programme to key Authority staff on use of legal helpdesk and website
- Type of browsers that you have
- How the Authority allows access to external websites
- Whitelisting of the spreadsheets or discussion around delivery in other formats e.g. PDF
- Meetings dates, time and location
- Confirmation of report content.

11. Review process

As part of our project management activities, we will review milestones fortnightly and provide consolidated project reports on a 2-weekly reporting cycle.

Each Workstream Lead will complete a fortnightly update report in a standard template that easily identifies any new Risks, Issues or items that need to be brought to the attention of the Project Manager and if necessary the Project Board.

The frequency of the review cycle is essential to maintain control of the activities and dependencies as anything less could not provide the project and the Board with the required assurance that plans are on track and escalations quickly recognised and managed.

Wherever appropriate the Workstream Lead will collaborate with their Authority counterpart to ensure consistency and agreement within the Workstream. The report should form part of the regular Workstream update meetings.

Acceptance Criteria: All actions completed by dates and signed off by M&T Manager and Board as follows:

	CONTENT REDACTED		

The M&T Manager will instigate weekly Team update meetings. In the event that any Workstream is experiencing challenges to achieve the plan the Manager will have the authority to request more frequent updates by way of 1:1 telephone calls until such time as the issue had been overcome.

The M&T Manager will provide a fortnightly update to the Project Board in the form of a written report and verbal update. Wherever necessary the Manager will produce Highlight and Exception reports ensuring the required impact assessment is included to enable informed decision-making if required.

3MTC2. A clear, comprehensive and credible Booking service mobilisation and Transition plan.

1. Ensuring all Commissioning Bodies have Access to the Booking service at the Supplier Bookings Date

The Booking Service for the authority will be based on our award winning Clarion UK Booking System (CBS), which is based on the Microsoft Dynamics CRM platform and our Clarion UK Booking portal. We propose to make amendments to both CBS and the Booking portal to support the Booking Service for the

Authority. Using proven project management techniques such as Prince 2 and Agile, we will use our mobilisation plan to ensure a co-ordinated and smooth Transition. We have mapped out a comprehensive programme of requirements gathering, development, testing, training and acceptance activities which will ensure that the Bookings Service is in place by the Supplier Bookings Date.

2. An overview of activities with clear milestones and target milestone completion dates

The following table gives an overview of activities to be undertaken:

Activity	Milestone	Completion Date
Set up activities: <ol style="list-style-type: none"> 1. Initial meeting between Clarion UK and the Authority 2. High level requirements gathering and scoping 3. Configuration of Test Environment 4. Publishing of Functional Requirement Specification 	Set up complete	14 th April
Development Activities: <ol style="list-style-type: none"> 1. Portal development 1, creating Bookings, interface with CBS 2. CBS amendments 1, NSLP search to incorporate Security Levels 3. Portal development 2, amendment and cancellation of Bookings, interface with CBS 4. CBS amendments 2, Invoicing and Reporting 5. User Guide Development, ready by 7th June: desk guides, posters, and online help to be developed for Commissioning Body staff 	Development Complete	7 th June
Go Live Activities: <ol style="list-style-type: none"> 1. Data migration: data from the Authority to be obtained, assessed and integrated into CBS 2. Training workshops: all commissioning body staff to be trained on the Booking Service Portal, either independently or in conjunction with Lot 1 provider 	Go Live	14 th July
Service Commencement Activities: <ol style="list-style-type: none"> 1. User Acceptance Testing (to achieve go-live by 19/10/16) 2. Additional Training workshops 3. Existing Bookings for services to commence on or after 31/10/16 imported from Existing Supplier 4. Start to take new Bookings from 19/10/16. 	Service Commencement	31 st October
Handover Activities: <p>Full handover of legacy Bookings</p>	Supply 100% of services	1 st December

3. Project Plan and Management

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7. Stakeholder engagement

The list of stakeholders for this project includes, but is not limited to:

- Commissioning Bodies and staff
- Current NSLPs working on the Contract
- National Register of Communication Professionals working with Deaf and Deafblind People
- Association of Sign Language Interpreters, Visual Language Professionals, Scottish Association of Sign Language Interpreters

- Representative bodies for Language Professionals other than BSL/English Interpreters - the National Association of Lipspeakers, the British Institute of Verbatim Reporters, Deafblind UK.
- Mobilisation and Transition Board
- Internal Staff

Stakeholder engagement will be required during the following phases of mobilising the Booking Service:

- The initial requirements gathering phase
- The software development process
- Training workshops, which will include elements of Deaf Awareness Training, and training on using the Booking Service.

Requirements Gathering: Clarion UK will need a team from the Authority to confirm our plans for service delivery will meet their requirements.

There are several considerations when Clarion UK assembles teams of internal staff and stakeholders to drive innovation initiatives.

- It is important to select a cross-functional Core Team of visionary, energetic people and future leaders – inspired and inspiring individuals who want to make a difference.
- It is critical to choose a mix of seniority levels – typically from executive to middle management to lower level employees that are often closer to the end user.
- A successful Core Team consists of four different categories: subject matter experts, decision makers, implementers and not least, “naïve” perspectives – maverick free-thinkers whose role is to challenge the team’s incoming beliefs and assumptions.
- Team members need to be chosen from different business units, and geographies.

Software Development Process: The Authority will be required to actively participate in the software development process, having a representative meet with the project team on a fortnightly basis over the 4 sprints for demonstrations, feedback, and discussions. These meetings will roughly take about 2 hours each and while it would be best for all participants to be co-located, the meetings can be organised through teleconference software such as Skype. On request of the project team, the Authority will be required to provide access to the end users of the software in order to gather feedback and possible efficiency improvements.

Training: All training will be advertised on our website and through eShots to engage end users, as well as on Commissioning Body (“CB”) intranets where required. The website and eShots will have a calendar of training sessions and a Booking link to enable staff to book onto the session and location of their choice. There are two channels to the training:

- Face to face: This training will be delivered in bite size half day sessions at your choice of sites and for up to 15 individuals per session.
- Webinars and video: These are filmed at our studio in Brighton and are led by one of our professional trainer-presenters. Attendees log on using an allocated PIN which gives access to one of our live, interactive training sessions with downloads, live chat, PowerPoints and the ability to ask questions in real-time. The webinar is then available to download and store as a video on-line after one week, providing a constant reference point and use by other staff.

Training sessions will cover the following:

- Introduction to your Clarion UK Contract team
- How to book services and use the online Booking service
- Introduction to Non Spoken Interpreting services
- How to use video interpreting technology
- Disability and Deaf Awareness training
- Understanding the different types of Non Spoken Language Professionals
- Understanding the difference between types of Deaf professionals including Deaf Intermediaries, Deaf Advocates, Expert Witnesses and BSL Interpreters

8. Governance

Once Clarion UK and the Authority are satisfied that all the agreed work has been produced to a satisfactory standard, that enough of the functionality has been developed to enable the Authority to book language services according to their expectations, and that all Contractual obligations have been met, we will begin the project sign off.

The project sign off will occur in phases. The first go live period will be signed off after an Authority pre-test, and transfer to Clarion UK the responsibility to begin taking service Bookings for all Bookings that fall after the 31/10/2016. The next sign off, which marks the end of the Contract with the current supplier, will transfer to Clarion UK the responsibility to take all further Bookings. The final sign off will occur on the 01/12/2016 which will transfer to Clarion UK all the legacy and on-going Bookings, Clarion UK will then be providing the 100% of the service and the mobilisation and Transition project will be complete.

9. Supply chain dependencies

Clarion UK used Cambridge Online Solutions (COSL) to create their online Booking system in 2011, and have since worked together closely to maintain the portal through regular updates and feature implementations. Cambridge Online Solutions (COSL) is a software house that specialises in Enterprise Resource Planning and Client Relationship Management software. COSL will be providing the software development project team and expertise to this project. COSL is a world class software solution company that according to our direct experience working with them, works quickly to resolve issues and is always willing to meet with us to develop new functionality that fits the processes we want to implement. COSL works with many large businesses on a regular basis. Their long list of clients includes Spring Post, Suffolk Life, 4kids entertainment, and Nandos. COSL also supplies FEDEX with their global software solution, and regularly works with FEDEX to introduce updates and changes to their software system.

10. Any Authority dependencies

The Authority will be required to have basic computer systems capable of running the latest version of an Internet browser and access to the internet. No specialised hardware or software is required to be installed on Authority IT systems. The Commissioning Bodies will be required to provide adequate support for their IT systems to ensure that access from their network to the online Booking system is possible.

The Authority will be required to actively participate in the software development process, having a representative meet with the project team on a fortnightly basis over the 4 sprints for demonstrations, feedback, and discussions. These meetings will roughly take about 2 hours each and while it would be best for all participants to be co-located, the meetings can be organised through teleconference software such as Skype. On request of the project team, the Authority will be required to provide access to the end users of the software in order to gather feedback and possible efficiency improvements. The Authority will also be required to facilitate training workshops for end users.

The Authority will be required to provide data for data migration, this will include:

- List of commissioning bodies
- List of venues
- List of users and their security roles

11. Review process

The Authority will have regular fortnightly contact with the project team through the sprint review meetings, and will be able to monitor progress, provide feedback and request any new features that lie outside of the original requirements document. Agile project management understands that requirements may change over the course of a project, such as in the case of new laws, processes, or technologies, and allows the client the ability to steer the development of the project to suit their current interests, rather than committing to requirements that may change or become irrelevant during the course of the project. Compliance to legislative requirements will be captured in the initial Contract, but can be followed up by the Authority over the course of the project. Changes, including those in legislative requirements, can be accommodated. As set out on paragraph 4 of 3MTC2 at the requirements gathering stage we will set down acceptance criteria in partnership with Commissioning Bodies.

Client acceptance of developed features occurs on a fortnightly basis during sprint reviews where stakeholders and end users can see a demonstration of the finished functionality. Features developed and presented at the sprint review will have been fully tested and integrated into the Booking system. As each

sprint produces fully functional features, the Authority has the flexibility to decide at any point that enough features have been developed to begin the Transition to the new Booking system. Towards the end of the project, Clarion UK will be carrying out training workshops for the Commissioning Body end users and creating user guide documents. At system go-live, we will provide user acceptance support over 4 weeks (to be confirmed with the Authority), including additional workshops and training as required by the Authority. After the go-live, the Authority can continue to add extra features and functionality to the Booking system without disrupting the service.

As part of the project initiation, we will analyse the data quality of the Authority, and advise on any steps that need to be complete to ensure data migration proceeds smoothly. This will give the Authority a large buffer period for completing the required data quality tasks. When the Authority indicates that they are happy with the software solution and decide to go live, we will schedule the data migration.

12. Booking Service Contingency Plan

In the unlikely event that the Booking Portal is not in place by the Supplier Bookings Date, Clarion UK still has our Booking system CBS in place which will allow us to run the service until the portal is ready. In the event that the Booking Service is not available at the Supplier Bookings Date, we will revert to a contingency Booking System, as follows:

- The website will be updated with a description of the alternative routes to Booking NSLPs and the estimated date when the Booking Portal will be live.
- Commissioning bodies will be notified by email of the non-availability of the Booking Portal, and be advised of the contingency process.
- Commissioning bodies will submit new, modified or cancelled Bookings to the helpdesk using:
 - our standard word templates
 - by telephone.
- New Bookings, amendments and cancellations will be manually entered into CBS.
- The Booking process will then proceed as usual:
 - The search function on CBS will be used to source NSLPs according to location, price, gender, qualification, vetting and any other requirements of the client.
 - Booking confirmations are emailed to both parties.
- MI data and reports will be available directly from CBS, and can be emailed to Commissioning Body staff until the portal is available for self-service of MI data.

In the event that the Booking service does not include all of the Authority's requested features, we will schedule the data migration and continue to progress to go-live keeping a buffer for any data migration issues. Once the system is live, we can continue to add new functionality as requested without interrupting the service. Software maintenance and updates will occur once they have cleared our QA processes, and have gone through user acceptance testing on the Clarion UK test environment. This reduces the risk of direct live implementations of new software code from disrupting the service and introducing unknown bugs.

13. Monitoring and Reviewing

The delivery of the development project will be monitored by a combination of sprint planning, sprint review, and sprint retrospective. The planning session selects the functionality that will be implemented this sprint from the functionality log. The review meeting will involve the project team and the Authority and will demonstrate the new functionality, record feedback, and foster collaborative discussion about new ideas, functionality, and process improvements. The retrospective will allow the project team to incorporate and prioritise feedback, new functionality requests, and other changes into the feature log for the next sprint iteration.

After the go live date of 14th July, there will be a period of User Acceptance Testing, where end users test the software in a live environment. This makes sure that their software meets all their functional requirements and they can 'accept' the software after having used it.

By planning to have the Booking Service in place by 14th July, there is a contingency of 2.5 months before the Service Commencement Date on 31st Oct. If, for any reason, the Booking Service is not in place by 14th July, Clarion UK will give the Authority weekly updates on the development project and a decision will be made two weeks before the Service Commencement Date whether the contingency process will be required.

3MTC3. A clear and credible approach to exit management

REDACTED

Service delivery

Our overall objective is to ensure the timely and accurate transfer of relevant assignments to the new supplier through the following 5 workflows:

1) OPERATIONS/SERVICE DELIVERY. We will

- Collate a register of all the risks and issues for service delivery
- Consider remediation and mitigation plans to address such risks and issues
- Escalate where appropriate to the Transition Management Board
- Participate in the Exit Project Board and Exit Working Group meetings
- Provide a detailed Exit Plan in final form that could be implemented immediately for the orderly, timely and efficient transfer of the Services (or part) from Clarion to the Replacement Supplier
- Communicate with new supplier by email and telephone.
- Communicate our Exit strategy to all our Non Spoken Language Professionals using a clear, consistent and positive message to the profession
- Have sight of the new supplier and the Authority mobilisation plan to see where we fit it.
- Capture full and accurate details of uncompleted work and deliverables; and an accurate estimate of the time to be taken to complete.
- Continue to take all Bookings up to different Transition points according to the plan.
- Thank all NSLPs for their work on the Contract
- Design, create and maintain a log of lessons learnt to be passed onto the new supplier
- Pass on any freelancer details, in accordance to the Data Protection Act
- Provide post exit assistance through reasonable access to information or documents in our possession and to members of our team who were involved in the provision or management of the service

2) ICT. We will

- Put information on website about new provider
- Document details of the processes, documentation, data transfer, systems migration and security related issues in respect of and arising as a result of the transfer
- Provide an up-to-date set of the records complied by Clarion under this Contract (including those set out in Schedule 9) and all other information necessary to enable an orderly, timely and efficient transfer of our services
- Set up messages on emails and phones directing any queries to new provider
- Cut out as many costs as necessary e.g. switch off website, phone enhancements.

3) HR. We will

- Communicate of our Exit strategy to all internal staff
- Draw up detailed TUPE schedules
- Send up to date TUPE schedule to the new provider by email
- Start TUPE process
- Carry out any necessary actions and redundancies

4) FINANCE. We will

- For Receivables
 - All queries sorted
 - All invoices completed
 - All debts collected
- For Payables
 - All queries resolved
 - Correct supplier payments lined up for payment within Clarion UK terms

5) BUSINESS DEVELOPMENT. We will

- Identify new revenue streams as part of the Business Planning Process
- Gain detailed feedback on the Contract and references for New Business
- Win new revenue streams
- Realise revenue from new Contracts/markets.

6) COMPANY STRATEGY. We will

- Communicate our Business Development and Exit Strategy internally to minimise the level of disruption and manage the change process.

The draft exit plan is enclosed as **Appendix 5** and contains the following Workflows. (Please include for consideration).

1. OPERATIONS/SERVICE DELIVERY. This will ensure the exit strategy is understood by all our NSLPs and that continuity of supply chain is guaranteed as far as possible for the replacement service.
2. ICT. This guarantees that all technology supports the Transition to the new supplier
3. HR. All necessary TUPE schedules are drawn up and redundancies carried out in line with legislation.
4. FINANCE. This ensures all receivables and payables are up to date by contract end.
5. BUSINESS DEVELOPMENT. Actions everything necessary to ensure a sustainability and financial security.
6. COMPANY STRATEGY. We will communicate our Business Development and Exit Strategy internally to minimise the level of disruption and manage the change process effectively.

3MTC4. Contract management methodology

REDACTED

3LCF4. Our approach to consortium and supply chain management

Clarion UK has been operating a successful supply chain model for over ten years. Our belief is that our supply chain is our value network and the sum of all of our supply chain partners gives us our differentiation in the market place. Our supply chain strategy requires a total systems view of all the links in our chain that work together efficiently to provide complete client satisfaction at the end point of delivery. As a consequence, costs are lowered throughout the chain by driving out unnecessary expenses, movements, and handling. We have a laser-like focus on increasing efficiency, removing bottlenecks and added value for our clients. In addition, the measurement of Clarion UK performance focuses on total system efficiency and the equitable monetary reward distribution to those within the supply chain. Reviews, changes and monitoring in our supply chain management are implemented with the mentorship of the University of Cranfield.

In addition to our freelancers, for some clients there is a sub Contractual element to our service delivery and it is as follows:

- Sign Language Interaction, Scotland for 10% Tribunals service Bookings 2008-2012
- Communication Plus, Wales – 1% of community Bookings in Wales
- Definite Interpreters, South West – 5% of health Bookings in Devon, Dorset and Cornwall
- Bridge Interpreting Services, Northern Ireland – all Bookings in Northern Ireland
- BID Services, North East – 10% of health Bookings in Northumberland

Although we do not intend to use of any of our subContractors named above for this Contract, should Contract requirements develop to a level requiring additional supply chain resources in the future, we would be keen to discuss this with the Authority at that point.

1. Sourcing of sub-Contractors

Key partners are selected to join our supply chain based on the individual needs of our clients, taking into account:

- Experience of working with similar clients
- Size and financial stability
- Capacity and capabilities
- Geographical location, local knowledge and locally established communication professionals
- Compliance with our ISO 9001 based audit and quality requirements
- Innovative offerings

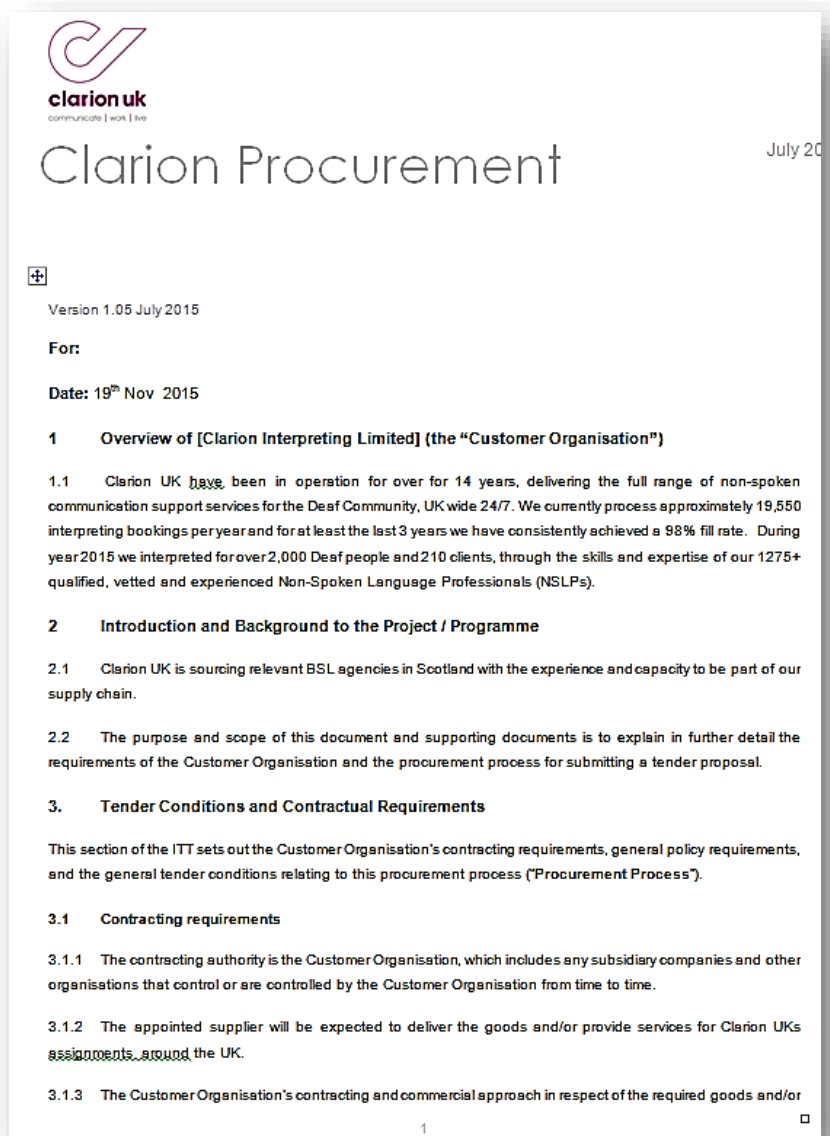
Alongside our subContractor organisations, Clarion UK has highly successful working relationships with the 850+ NSLPs we utilise on an Associate and freelance basis. When sourcing and selecting supply chain partner organisations, we adopt an open and transparent process. We take all reasonable measures to ensure the selection of competent subContractors by carrying out a due diligence process prior to entering into any SubContractor Agreement. We use standardised procurement templates for supplier selection which enables us to engage quickly and consistently with our sub-Contractors and assess our selection criteria including:

- Registration status
- Insurances
- Qualification levels
- Legal Structure
- Experience and skills
- Financial robustness
- Company policies
- Current relationships and commitments
- Key background to the organisation
- Specification requirements
- Ability to meet KPIs and
- Costs

2. Engagement of sub-Contractors

In order to be selected as a Clarion UK approved supplier, each organisation applying must provide us with a range of evidence to confirm adherence to legislative and environmental requirements. This includes providing:

- Health and Safety Policy
- Equality and Diversity Policy
- Relevant insurances – Employers Liability, Public Liability and Professional Indemnity
- Environmental Management Systems (or policy and mechanisms)
- Quality Management Systems (or policy and mechanisms)
- Financial Accounts
- Business References
- HR policies e.g. disciplinary and grievance
- Information Security and Integrity



- Data Protection
- Legal status i.e. third sector, company or statutory.

Once selected as an approved supplier, each subContractor organisation is subject to formal Service Level Agreements and adherence to our Responsible Procurement Code of Conduct (RPCC). We store their evidence above electronically, ensuring efficiencies when retrieving information and providing a clear audit trail and engagement lines.

The RPCC is our internal guide in promoting and maintaining high standards of Corporate Social Responsibility (CSR), which is extended to our subContractors ensuring that our suppliers and Contractors adopt a similar responsible approach.

Areas covered within the RPCC guidance are based on the UN Global Compact, a widely adopted United Nations standard for responsible business, covering:

- Human rights
- Employment practices
- Environment
- Anti-corruption

As a globally recognised and universally applicable set of standards, the Ten Principles of the Global Compact form the basis of our CSR standards for suppliers. All suppliers are asked to communicate the RPCC to its relevant employees.

Clarion UK evaluates the performance of its supply chain to ensure it works with responsible suppliers that comply with the standards detailed in our RPCC. We:

- Ensure that suppliers are aware of this Code
- Request that suppliers acknowledge awareness of this Code
- Assess CSR risks within the supply chain and where necessary, monitor the performance of suppliers to ensure compliance with RPCC
- Encourage suppliers to set targets to improve their practice and performance on social, ethical and environmental issues, through a sustainable procurement process that is based on the principle of active and continuous CSR improvement at all levels of the supply chain
- Seek evidence, where this is reasonable and practical to obtain, of adherence to CSR standards throughout the suppliers' own supply chains, including performance of subContractors and primary producers
- Use evidence of suppliers' compliance with our RPCC, including active engagement in controlling and reducing CSR risks and improving their performance, as an element of the supplier selection and Contract award process, and during ongoing supplier management where relevant to the Contract.

3. Quality systems (supply chain performance)

Clarion UK's service and supply chain management is underpinned by ISO 9001 quality management systems. Our Supply Chain are expected to adopt the following standards and Contract requirements as part of their performance:

- Unified policies integrated under the overarching supply chain framework
- Professional leadership for consistent management
- Monitoring of KPIs, service standards and delivery
- Meaningful participation in Contract review meetings
- Internal monitoring of services
- Allowance of Clarion UK to conduct audit reviews
- Collation of feedback for Contract management review meetings

We use performance scorecards to assess our sub-Contractors. Below is an example of one showing how we monitor Contract performance and use this data at reviews. These techniques are therefore passed down the supply chain, locking value.



clarion uk

Subcontractor Key Performance Indicators

Performance Scorecard

Contractor: BSL Scotland

Date: 19th Feb 2016

Key Performance Indicator Number	KPI Measure	KPI Description	Score against threshold
KPI1	Fulfilment	98% is required.	
KPI2	Attendance on time of all Communication Professionals at the correct time	Attendance of Communication Professionals at face to face bookings by the booked start time. 100%	
KPI3	Acknowledgement of assignments	Email confirmation that the booking has been received within 30 mins standard bookings and immediately for emergency bookings (less than 2 working days)	
KPI4	Confirmation of the assignment	Email confirmation that the booking has been filled within 24 hours for standard bookings and 3 hours for emergency bookings (less than 2 working days)	
KPI5	All Communication Professionals are registered with NRCPD	Registration with NRCPD is mandatory for all Clarion UK assignments. 100%	
KPI6	All Communication Professionals are security cleared at BPSS level	Security Clearance including DBS checks is mandatory for all Clarion UK assignments. 100%	
KPI7	Complaints and issues raised	All complaints to be reported and a level of 0.2%	
KPI8	Telephone availability	Calls to the telephone helpdesk are to be picked up 100% of the time.	

Clarion UK: Performance Scorecard_V2.1. August 2015.

Contract service specifications for each area of language service will be mirrored in our subContract Contracts, SLAs and expected standards of service including data reporting. Contract managers monitor adherence and achievements of service standards. Monthly management meetings ensure standards and policies are understood and implemented. Continuous review audit and service user feedback will allow us to identify performance issues and address them effectively.

Where performance issues are identified, we support our supply chain to address these effectively, monitoring and reviewing required actions to ensure they have been implemented and are effective. Where continued poor performance is experienced and measures to address this have not been successfully implemented by the subContractor, they are removed from our approved supplier list.

4. Process to demonstrate the transparency of the supply chain

We operate open and transparent supply chain processes with all of our subContractors. This includes:

- Meeting and/or exceeding their required payment terms as standard
- Setting and agreeing KPIs and Contractual targets
- Reviewing volume of business conducted through the supply chain

- Monitoring volumes and fluctuations to ensure for apportionment of work.
- Supporting the supply chain proactively to adjust to business fluctuations

5. Risk transfer

Our supply chain consists purely of SMEs. We do not burden any with undue risk when servicing any of Clarion UK's Contracts. Each subContractor organisation is required to only accept work for which they have the expertise and capacity to deliver as per the requirements, and always to the highest standard of quality.

Volume fluctuations are proactively managed through Clarion UK's market monitoring and trend analysis. This allows us to prepare for fluctuations throughout our supply chain, on boarding new suppliers where necessary to meet demand. This ensures no undue risk is passed onto any supply chain member.

6. Adherence to the market stewardship principles

We confirm that the Market Stewardship Principles will form the basis for our sub Contract and service level agreements for any subContractors assigned to this Contract in the future.

Our standard subContractor arrangements already align to those stated within the Principles and form part of our standard arrangements with current supply chain.

7. Consortium / partnering arrangements

We do not intend to use of any of subContractors for this Contract; should it develop to a level requiring additional supply chain resources in the future however, we would be keen to discuss this with the Authority at that point.

8. Proposed sub-Contractors for inclusion in Schedule 20

At this stage, none.

3LCF6. Financial Activities.

REDACTED

SCHEDULE 2

Transition

1. INTRODUCTION

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

2. TRANSITION RESOURCING

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

3. TRANSITION CHARGES

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

4. TRANSITION GOVERNANCE

- 4.1 During the Transition Period, the Supplier shall ensure that its necessary Personnel attend the governance meetings described in this Paragraph 4.
- 4.2 The Authority may change the attendees and the frequency of any of these meetings at any point during Transition Period by notifying the Supplier in writing.
- 4.3 The Transition Project Board:
- 4.3.1 shall be attended by:
- (a) each Party's respective Transition Manager;
 - (b) each Party's senior account director responsible for Transition; and
 - (c) any other representatives or other third party's the Authority may wish to invite, including senior representatives other Commissioning Bodies, the Former Supplier and/or Other Suppliers;
- 4.3.2 shall meet within one (1) week of the Commencement Date and Monthly thereafter during the Transition Period at dates and times to be agreed between the Parties;
- 4.3.3 shall:

- (a) monitor and oversee Transition;
- (b) review risks and issues and associated remediation and mitigation plans escalated to it from the Transition Working Group;
- (c) consider requests by the Supplier to amend the Transition Plan and refer such requests to the Authority for Approval; and
- (d) have reported to it by the Supplier achievement of Transition Milestones.

4.4 The Transition Working Group:

4.4.1 shall be attended by:

- (a) the Transition Manager and appropriate members of the Transition Team;
- (b) appropriate representatives from the Authority responsible for monitoring and overseeing Transition on behalf of the Authority; and
- (c) any other representatives or other third parties the Authority may wish to invite including representatives of the Commissioning Bodies, the Former Supplier and/or Other Suppliers;

4.4.2 shall meet within one (1) week of the Commencement Date and weekly thereafter during the Transition Period at dates and times to be agreed by the Authority;

4.4.3 shall:

- (a) review progress against the Transition Plan and Transition Milestones;
- (b) consider risks and issues notified to it by either Party; and
- (c) consider remediation and mitigation plans to address such risks and issues and, as appropriate, escalate risks and issues to the Transition Project Board.

5. TRANSITION PLAN

5.1 The Supplier shall, throughout the Transition Period, review the Transition Plan so to identify any changes which may be needed to reflect the then-current nature of the Transition Services and the Authority's own plans in respect of Transition. A proposed change to the Transition Plan does not have to go through the Change Control Procedure but must be promptly submitted, via the Transition Project Board, to the Authority for Approval.

5.2 The Supplier shall be responsible for maintenance of all documents relating to the Transition Plan, including but not limited to:

5.2.1 documents which track progress against the Transition Milestones and Acceptance Criteria; and

5.2.2 a Transition risks and issues register.

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

6. TRANSITION REQUIREMENTS

6.1 The Supplier shall:

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

7. ACCEPTANCE

- 7.1 The Acceptance Criteria shall be achieved by the Supplier where so confirmed by the Authority in accordance with this Paragraph 7.1:
- 7.1.1 the Supplier shall notify the Authority in writing when, in its opinion, an Acceptance Criterion achieved and shall provide to the Authority evidence of achievement as reasonably requested by the Authority;
 - 7.1.2 where the Acceptance Criterion comprises the completion (or part thereof) of a Deliverable and/or the Booking Service, the Supplier shall allow the Authority to test the Deliverable and/or the Booking Service (as appropriate) at such time and location as agreed between the Parties and:
 - (a) the Authority may invite such third parties as it deems necessary to participate in the testing; and

- (b) the Supplier shall make available:
 - (i) such members of its Personnel; and
 - (ii) such documentation as may be necessary,

to enable the proper completion of the testing;

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

8. TRANSITION BOOKING PROCESS

- 8.1 The Supplier shall not be required to accept Bookings to be started after the Services Commencement Date other than in accordance with this Paragraph 8.
- 8.2 The Supplier shall fulfil bookings the details of which are notified by the Former Supplier and transferred from the Former Supplier and which are made by Commissioning Bodies with the Former Supplier before the Services Commencement Date for Services to commence on or after the Services Commencement Date, provided that the Authority shall procure that the Former Supplier promptly notifies the Supplier of and promptly transfers such bookings to the Supplier including bookings which have been made prior to the Commencement Date for Services to commence on or after the Services Commencement Date.
- 8.3 Without prejudice to Paragraph 8.2, from and including 19 October 2016 the Supplier shall accept and fulfil Bookings for Services to commence on or after the Services Commencement Date.

- 8.4 The Supplier shall not accept bookings for Services to commence before the Services Commencement Date or be required to accept or fulfil bookings placed with the Former Supplier for Services to commence before such date, even if (in either case) such Services continue on or after the Services Commencement Date.
- 8.5 The Supplier shall direct to the Former Supplier a Commissioning Body which intends to make a booking for Services to commence before the Services Commencement Date.

ANNEX 1
TRANSITION PLAN

4A_33621364_3

Workstream Task		Task Lead		Start Week	End Week	28-Nov-16	21-Nov-16	14-Nov-16	07-Nov-16	31-Oct-16	24-Oct-16	17-Oct-16	10-Oct-16	03-Oct-16	26-Sep-16	19-Sep-16	12-Sep-16	05-Sep-16	29-Aug-16	22-Aug-16	15-Aug-16	08-Aug-16	01-Aug-16	25-Jul-16	18-Jul-16	11-Jul-16	04-Jul-16	27-Jun-16	20-Jun-16	13-Jun-16	06-Jun-16
3.11	Quality checking by Head of Interpreting – Byron, assisted by Robbie Grievie	PH		06/06/16	31/10/16																										
3.12	Recruitment of "Hard to source specialisms" e.g. Foreign Sign Languages by intense recruitment through all channels	PH		06/06/16	10/10/16																										
3.13	Recruitment of "Hard to source geographically" involving intense local recruitment	PH		06/06/16	10/10/16																										
3.14	Suppliers that met quality standards onto next stage	PH		11/07/16	31/10/16																										
3.15	Suppliers that meet this level go through vetting procedures at CTC, SC, DV and NPPV (level 3) as appropriate, and onto our legal register	PH		01/08/16	31/10/16																										
3.16	18 Training sessions of current and new freelancers with Byron	PH		05/09/16	31/10/16																										
3.17	Agreement and acceptance of new terms and conditions by current suppliers	PH		01/08/16	31/10/16																										
4	ICT (including telephone helpdesk, telephone booking system and website)	SG		18/07/16	19/09/16																										
4.1	Telephone helpdesk. Ensure it is fit for purpose with any changes made to selections.	SG		22/08/16	22/08/16																										
4.2	Telephone booking system is in place	SG		22/08/16	22/08/16																										
4.3	Website. Design to be agreed and signed off by MoJ. Spec written for website designers. To be project managed by Beth, signed off by senior manager.	BJ		18/07/16	12/09/16																										
4.4	Feedback about accessibility and ease of use of telephone booking system and	SG		29/08/16	19/09/16																										
5	Portal	SG		11/06/16	17/10/16																										
5.1	LSP Database and LSP Search	SG		11/06/16	08/08/16																										
5.1.1	Requirements	SG		04/07/16	04/07/16																										
5.1.2	Development	SG		11/06/16	18/07/16																										
5.1.3	Test	SG		25/07/16	08/08/16																										
5.1.4	Sign Off (internal)	SG		08/08/16	08/08/16																										
5.2	Portal and Booking System	SG		11/07/16	15/08/16																										
5.2.1	Requirements	SG		11/07/16	11/07/16																										
5.2.2	Development	SG		18/07/16	01/08/16																										
5.2.3	Test	SG		08/08/16	15/08/16																										
5.2.4	Sign Off	SG		15/08/16	15/08/16																										
5.3	Invoicing	SG		01/08/16	29/08/16																										
5.3.1	Requirements	SG		01/08/16	01/08/16																										
5.3.2	Development	SG		08/08/16	22/08/16																										
5.3.3	Test	SG		22/08/16	29/08/16																										
5.3.4	Sign Off	SG		29/08/16	29/08/16																										
5.5	Reporting	SG		15/08/16	26/09/16																										
5.5.1	Requirements	SG		15/08/16	15/08/16																										
5.5.2	Development	SG		22/08/16	05/09/16																										
5.5.3	Test	SG		12/09/16	19/09/16																										
5.5.4	Sign Off	SG		26/09/16	26/09/16																										
5.5	Testing	SG		15/08/16	17/10/16																										
5.6	Portal Sign off from MoJ	SG		26/09/16	26/09/16																										
5.7	Booking System Sign Off with Cambridge Online	SG		17/10/16	17/10/16																										

Task		Task Lead	Start Week	End Week	06-Jun-16	13-Jun-16	20-Jun-16	27-Jun-16	04-Jul-16	11-Jul-16	18-Jul-16	25-Jul-16	01-Aug-16	08-Aug-16	15-Aug-16	22-Aug-16	29-Aug-16	05-Sep-16	12-Sep-16	19-Sep-16	26-Sep-16	03-Oct-16	10-Oct-16	17-Oct-16	24-Oct-16	31-Oct-16	07-Nov-16	14-Nov-16	21-Nov-16	28-Nov-16
4A_336213	6	Information Security and Integrity. Policies		SG	02/05/16	25/11/16																								
	6.1	All processes overseen by our ISO9001 standards to be mapped and aligned with this plan including disaster and recovery , information security , health and safety , training.		SG	06/06/16	25/11/16																								
	6.2	Review of data security system		SG	02/05/16	16/05/16	Complete																							
	6.3	System penetration tests		SG	22/08/16	29/08/16																								
	6.4	All extra operating staff checked and cleared		LF	13/06/16	15/08/16																								
	6.5	Full and final Security Plan		SG	08/08/16	15/08/16																								
	6.6	Prepare a detailed draft Exit Plan for 6 months after commencement date		LF	05/09/16	12/09/16																								
	6.7	Risk Management Policy		SG	01/08/16	01/08/16																								
	6.8	Sustainable Development Policy Statement & Sustainable Development Plan		SG	08/08/16	08/08/16																								
	6.9	Diversity & Equality Delivery Plan		SG	15/08/16	15/08/16																								
	6.10	BCDR policy agreed		SG	29/08/16	29/08/16																								
	6.11	DR testing agreed		SG	12/09/16	12/09/16																								
	7	Governance		SC	06/06/16	01/12/16																								
	7.1	Appoint Clarion UK Board Lead (complete)		SC	06/06/16	06/06/16																								
	7.2	Appoint Clarion UK Board team (complete)		SC	06/06/16	06/06/16																								
	7.3	Role Descriptions for Clarion Board team and Lead (complete)		SC	06/06/16	06/06/16																								
	7.4	Pre-meeting report template circulated (complete)		SC	20/06/16	20/06/16																								
	7.5	Dates, times and locations of Strategy , Operational and Commercial boards set (complete)		SC	20/06/16	20/06/16																								
	7.6	Agree reporting requirements of KPIs and measurements		SC	15/08/16	15/08/16																								
	7.7	Agree measures with appropriate action in case of failure		SC	15/08/16	15/08/16																								
	7.8	Agreeing processes – both internal and with the Authority		SC	04/07/16	18/07/16																								
	7.9	Attendance and delivery of all transition working groups by named person with authority		SC	27/06/16	01/12/16																								
	8	Contract Management		SG	18/07/16	31/10/16																								
	8.1	Management Information - agree content, frequency, structure and format		SG	18/07/16	26/09/16																								
	8.2	Reporting - agree content, frequency, structure and format		SG	18/07/16	26/09/16																								
	8.3	Governance Boards - agree attendees, structure, frequency, location, reports		SC	18/07/16	31/10/16																								
	8.4	Complaints Process - agree process, reporting		LF	18/07/16	31/10/16																								
	9	Portal Contingency Plan		LF	12/09/16	19/09/16																								
	9.1	Trigger Contingency decision - portal not ready		LF	12/09/16	12/09/16																								
	9.2	Update website with description of alternative routes to booking		BJ	12/09/16	12/09/16																								
	9.3	Inform Commissioning bodies of the non-availability of the portal and advise of the contingency process, email templates circulated		PH	12/09/16	19/09/16																								
	9.4	Bookings submitted by phone or email template until portal ready		CB	26/09/16	Portal ready																								
	9.5	MI Data emailed to commissioning bodies until portal available for self-service of MI		PH	26/09/16	Portal ready																								
		Data																												

ANNEX 2

ACCEPTANCE CRITERIA

1. The Booking Service is live and able to take Bookings as per the Service Specification by the Booking Service Longstop Date.
2. The Booking Service has been tested with the Personnel of the Commissioning Bodies with no key functionality failures (as stipulated below):
 - (a) all known Commissioning Body Premises (including Locations) have been uploaded onto Booking Service;
 - (b) each Commissioning Body can make a Booking for Language Professional for each Method of Interpretation;
 - (c) the Booking Service allows each Commissioning Body to amend or override user fields prior to a Booking being placed;
 - (d) each Commissioning Body can amend and cancel Booking requests via the Booking Service, telephone or via secure email;
 - (e) each Commissioning Body can search the Booking Service for a Booking;
 - (f) each Commissioning Body can submit a complaint on the Booking Service and receive acknowledgement within 24 hours;
 - (g) the Commission Body who made the Booking will receive notification of such Booking request and details of amendments. Details to include:
 - i. Date Booking is requested;
 - ii. Date Booking is required;
 - iii. Language requested;
 - iv. Name of Language Professional assigned (once assigned); and
 - v. Current status of Booking, i.e, fulfilled, outstanding etc
 - (h) the Booking Service can manage the level of Bookings expected as set out in the volumes data with no impact on the user experience;
 - (i) the Booking Service responds to user actions in line with standard user expectations of web Booking Service and industry standard internet usage response times;
 - (j) the Booking Service is fully functioning on all Commissioning Body IT infrastructure.
3. Relevant details of Language Professionals who are expected to work under the Contract but who are not already on the Register as at the Services Commencement Date have been submitted to the Quality Assurance Supplier.
4. All Language Professionals who attend Commissioning Body premises have ID badges that provide the information required.
5. All Language Professionals have agreed in writing to adhere to the Authority Code of Conduct.
6. The Website is functioning in accordance with the Service Specification and is available for public access

7. All Commissioning Bodies have access to helpdesk and desk aids and training materials.
8. Timesheets have been designed and are compatible with the Booking Service and business requirements.
9. Training has been delivered to each Commissioning Body in accordance with agreed training programme.
10. Management Information reports for all user fields have been confirmed as available and correct and reports can be downloaded by each Commissioning Body in accordance with their permissions.
11. All relevant financial codes have been inputted and two trial runs of invoice creation and submission have been completed to the Authority's satisfaction.
12. The Booking Service has been accepted as meeting the requirements of Schedule 14.
13. A successful outcome of a trial run of interpretation via video conference technology.

SCHEDULE 3

Premises

1. ACCESS TO PREMISES

- 1.1 Where the Supplier's Personnel are required to have a pass for admission to the Commissioning Body Premises the Authority shall, and shall use its reasonable endeavours to procure the relevant Commissioning Body shall, subject to satisfactory completion of approval procedures, arrange for passes to be issued. Supplier's Personnel who cannot produce a proper pass when required to do so by any of the Personnel of the relevant Commissioning Body, or who contravene any conditions on the basis of which a pass was issued, may be refused admission to the Commissioning Body Premises or required to leave, upon demand, if already there.
- 1.2 Each Commissioning Body reserves the right under the Contract to refuse to admit to, or to withdraw permission to remain on, any Commissioning Body Premises any member of the Supplier's Personnel whose admission or continued presence would be, in the opinion of the relevant Commissioning Body, undesirable. The decision of the relevant Commissioning Body in the exercise of the right set out in this Paragraph 1.2 shall be conclusive and final.
- 1.3 In the event that the member of Personnel whose permission to enter the Commissioning Body Premises is refused or withdrawn under Paragraph 1.2 is a Language Professional with the intention of fulfilling a Booking, that Booking will be treated as a Non-Fulfilled Booking if the Supplier cannot replace such Language Professional by the Booked Start Time unless, in the its reasonable opinion, the Authority deems the Commissioning Body acted unreasonably.
- 1.4 The Supplier shall promptly return any pass if at any time a Commissioning Body so requires or immediately if the person to whom the pass was issued ceases to be involved in the performance of the Contract. The Supplier shall promptly return all passes on completion or earlier termination of the Contract.

2. LICENCE TO OCCUPY PREMISES

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

3. COMPLIANCE WITH POLICIES

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

appropriate) shall provide copies of such policies and standards to the Supplier on written request.

4. HEALTH AND SAFETY

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

5. SECURITY

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

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

6. **LOCATIONS**

- 6.1 The Supplier shall, and shall procure its Personnel shall, comply with the reasonable requirements of the Commissioning Bodies and/or any other owner or occupier of any Location which is not a Commissioning Body Premises with regard to the attendance of the Supplier or any of its Personnel at such premises, including as regards to compliance with health and safety policies, security requirements and rights of access.

SCHEDULE 4

Performance

1. SERVICE CREDITS

1.1 In accordance with Paragraphs 2 and 3:

1.1.1 Service Credits for Non-Fulfilment shall be deducted from the Monthly Payment due where there is Non-Fulfilment of Bookings; and/or

1.1.2 credit notes shall be issued in respect of Service Credits for Service Failures.

1.2 The application of Service Credits shall be without prejudice to the Authority's other rights or remedies under this Contract.

1.3 The Parties agree that Service Credits are a genuine pre-estimate of the loss or damage that will be suffered by the Authority and other Commissioning Bodies as a result of Non-Fulfilment and Service Failures and that they are not onerous or a penalty.

2. CALCULATION OF SERVICE CREDITS FOR NON-FULFILMENT OF BOOKINGS

2.1 Where there is Non-Fulfilment of Bookings in a Month, Service Credits for Non-Fulfilment (ND) shall be calculated in accordance with Paragraph 2.3 and, subject to Paragraph 2.4 to Paragraph 2.6, the relevant sums shall be deducted from the Monthly Payment in accordance with Schedule 5.

2.2 Service Credits for Non-Fulfilment shall not be capped.

2.3 Service Credits for Non-Fulfilment (ND) in each Month shall be calculated in accordance with the following formula:

$$ND = AND + BND + CND$$

Where:

AND is:

$$(TF_A \times NF_A) + (TR_A \times NR_A)$$

Where:

TF_A is the hourly amount set out in table 1 below for Non-Fulfilment of Bookings for face to face non-spoken interpretation services made by requesting bodies which are identified as an Impact Level of ILA in table 1 below;

NF_A is the total Number of Actual Hours in the relevant Month of Non-Fulfilled Bookings for face to face non-spoken interpretation services made by requesting bodies which are identified as an Impact Level of ILA in table 1 below;

TR_A is the hourly amount set out in table 1 below for Non-Fulfilment of Bookings for remote non-spoken interpretation services made by requesting bodies which are identified as Impact Level of ILA in table 1 below; and

NR_A is the total Number of Actual Hours in the relevant Month of Non-Fulfilled Bookings for remote non-spoken interpretation services made

by requesting bodies which are identified as an Impact Level of ILA in table 1 below.

BND is:

$$(TF_B \times NF_B) + (TR_B \times NR_B)$$

Where:

- TF_B** is the hourly amount set out in table 1 below for Non-Fulfilment of Bookings for face to face non-spoken interpretation services made by requesting bodies which are identified as an Impact Level of ILB in table 1 below;
- NF_B** is the total Number of Actual Hours in the relevant Month of Non-Fulfilled Bookings for face to face non-spoken interpretation services made by requesting bodies which are identified as an Impact Level of ILB in table 1 below;
- TR_B** is the hourly amount set out in table 1 below for Non-Fulfilment of Bookings for remote non-spoken interpretation services made by requesting bodies which are identified as an Impact Level of ILB in table 1 below; and
- NR_B** is the total Number of Actual Hours in the relevant Month of Non-Fulfilled Bookings for remote non-spoken interpretation services made by requesting bodies which are identified as an Impact Level of ILB in table 1 below.

CND is:

$$(TF_C \times NF_C) + (TR_C \times NR_C)$$

Where:

- TF_C** is the hourly amount set out in table 1 below for Non-Fulfilment of Bookings for face to face non-spoken interpretation services made by requesting bodies which are identified as an Impact Level of ILC in table 1 below;
- NF_C** is the total Number of Actual Hours in the relevant Month of Non-Fulfilled Bookings for face to face non-spoken interpretation services made by requesting bodies which are identified as an Impact Level of ILC in table 1 below;
- TR_C** is the hourly amount set out in table 1 below for Non-Fulfilment of Bookings for remote non-spoken interpretation services made by requesting bodies which are identified as an Impact Level of ILC in table 1 below; and
- NR_C** is the total Number of Actual Hours in the relevant Month of Non-Fulfilled Bookings for remote non-spoken interpretation services made by requesting bodies which are identified as an Impact Level of ILC in table 1 below.

Table 1: Service Credits for Non-Fulfilment of Bookings

Requesting body	Impact Level	Face to face non-spoken interpretation services / hour	Remote non-spoken interpretation services / hour
Crown	ILA	REDACTED	REDACTED
Magistrate's Civil/Family Tribunals Police CPS	ILB	REDACTED	REDACTED
MoJ HQ HMPS/NOMS HQ Probation LAA Legal Ombudsman CAFCASS Other	ILC	REDACTED	REDACTED

2.4 The Supplier agrees that Service Credits for Non-Fulfilment shall be deducted from the Monthly Payment where the total percentage of fulfilled Bookings in a Month is less than the percentage fulfilment threshold set out in table 2, below.

2.5 For the purposes of Paragraph 2.4:

2.5.1 the number of Non-Fulfilled Bookings shall be reviewed in the Month following the event giving rise to the Service Credits; and

2.5.2 if following such review the fulfilment threshold has not been met in the relevant Month, Service Credits shall be applied in respect of those Non-Fulfilled Bookings which, chronologically, occurred (or would have occurred if they had been fulfilled) in that Month after the point in time in the Month at which the fulfilment threshold was not met.

2.6 For the purposes of calculating for Service Credits for Non-Fulfilment of Bookings, a maximum of two (2) hours per Non-Fulfilled Booking shall be counted.

Table 2: Application of Service Credits for Non-Fulfilment of Bookings

	Month 1 following Services Commencement Date	Month 2 following Services Commencement Date	Month 3 following Services Commencement Date	Month 4 and thereafter following Services Commencement Date
Fulfilment Threshold	93%	94%	96%	98%

3. CALCULATION OF SERVICE CREDITS FOR SERVICE FAILURES

3.1 Following completion of the Waiver Period (if any), where the Supplier fails to meet a Service Threshold in respect of a Key Performance Indicator in a Month:

- 3.1.1 the number of Performance Points applicable to the relevant Service Failure shall accrue according to the level of Service Failure, as set out in the Service Failure columns of the table at Annex 1 of this Schedule;
- 3.1.2 Service Credits for Service Failures corresponding to the number of Performance Points accrued in the relevant Month shall be calculated in accordance with Paragraph 3.2; and
- 3.1.3 credit notes for Service Credits for Service Failures shall be issued in accordance with Schedule 5, provided that any Service Credits for Service Failures in each Contract Year shall not exceed the Service Credits Cap.
- 3.2 Service Credits for Service Failures (SD) in each Month shall be calculated in accordance with the following formula:

$$SD = TPP \times SLA$$

Where:

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

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

ANNEX 1: KEY PERFORMANCE INDICATORS, SERVICE THRESHOLDS AND SERVICE FAILURES

KPI number	KPI measure	KPI description	Calculation	Service Threshold	Minor Service Failure / Performance Points	Moderate Service Failure / Performance Points	Critical Service Failure / Performance Points	Waiver Period	Length of Waiver Period (from Services Commencement Date)
KPI 1	Timely attendance of Language Professionals at face to face and remote non-spoken interpretation services Bookings	Attendance of Language Professionals at face to face and remote non-spoken interpretation services Bookings by the Booked Start Time	$100 - ((\text{Total Late Minutes} / \text{Total Minutes Booked}) * 100)$ Total Late Minutes = the total number of late minutes calculated as the difference (in minutes) between the Booked Start Time and the Actual Start Time (where the timesheet of the Language Professional shows attendance later than the Booked Start Time) for all face to face and remote non-spoken interpretation Bookings in the Month. Total Minutes Booked = the total number of minutes of face to face and remote non-spoken interpretation Bookings delivered by reference to the Actual Start	99.96% - 100%	98.93% - 99.95% 20 Performance Points	98.89% - 98.92% 40 Performance Points	<98.89% 100 Performance Points	Yes	3 Months

KPI number	KPI measure	KPI description	Calculation	Service Threshold	Minor Service Failure / Performance Points	Moderate Service Failure / Performance Points	Critical Service Failure / Performance Points	Waiver Period	Length of Waiver Period (from Services Commencement Date)
			<p>Time and the Actual End Time in the Month.</p> <p>The Total Late Minutes will exclude those caused by circumstances where it is agreed a Lateness Waiver will apply.</p>						
KPI 2	Language Professional Security Levels	Provision of Language Professional with the Security Level required by the Booking	<p>$100 - ((\text{Alternative Language Professionals} / \text{Bookings Delivered}) * 100)$</p> <p>Alternative Language Professionals = number of Bookings in the Month where a Language Professional of a lower Security Level is provided to that required in the Booking.</p> <p>Bookings Delivered = the total number of Bookings delivered in the Month.</p>	99.75% - 100%	99.5% - 99.74% 20 Performance Points	99% - 99.4% 40 Performance Points	<99% 100 Performance Points	Yes	3 Months

KPI number	KPI measure	KPI description	Calculation	Service Threshold	Minor Service Failure / Performance Points	Moderate Service Failure / Performance Points	Critical Service Failure / Performance Points	Waiver Period	Length of Waiver Period (from Services Commencement Date)
KPI 3	Booking service availability	Availability of the booking service	<p>$((\text{Planned Hours} - \text{Lost Hours}) / \text{Planned Hours}) * 100$</p> <p>Planned Hours = (24 x Number of calendar days in the Month) less Planned Unavailability in that Month.</p> <p>Lost Hours = number of hours in the Month that the booking service is not available or functional, less Planned Unavailability in that Month.</p> <p>Planned Unavailability = the number of hours in the Month that the booking service is not available or functional but where the Supplier has notified Commissioning Bodies of planned upgrade or maintenance work in accordance with the Service Specification.</p>	99.5% - 100%	98% - 99.4% 20 Performance Points	95% - 97.9% 40 Performance Points	<95% 100 Performance Points	No	n/a
KPI 4A	Speed to answer telephone calls to the	Answering of calls by an operator, received by the helpdesk	Number of Calls Answered Within the Late Threshold / Total Number of Calls	80% - 100%	75% - 79.9%	70% - 74.9%	<70%	Yes	3 Months

KPI number	KPI measure	KPI description	Calculation	Service Threshold	Minor Service Failure / Performance Points	Moderate Service Failure / Performance Points	Critical Service Failure / Performance Points	Waiver Period	Length of Waiver Period (from Services Commencement Date)
	helpdesk by an operator	within the required timescale	<p>Where:</p> <p>The Late Threshold = 20 seconds</p> <p>Number of Calls Answered Within the Late Threshold = The number of calls answered within 20 seconds</p> <p>Total Number of Calls = number of calls made to the helpdesk in the Month</p> <p>The Late Threshold will begin after the caller has selected all necessary options in the automated answering system, if one is in place.</p>		10 Performance Point	20 Performance Points	50 Performance Points		
KPI 4B	Helpdesk call Abandonment	Timeliness of answering helpdesk calls	<p>Number of Helpdesk Calls Abandoned / Total Number of Calls</p> <p>Where:</p> <p>Number of Helpdesk Calls Abandoned = the number of calls where the user has abandoned the call after the</p>	95% - 100%	<p>92% - 94.9%</p> <p>10 Performance Point</p>	<p>89% - 91.9%</p> <p>20 Performance Points</p>	<p><89%</p> <p>50 Performance Points</p>	Yes	3 Months

KPI number	KPI measure	KPI description	Calculation	Service Threshold	Minor Service Failure / Performance Points	Moderate Service Failure / Performance Points	Critical Service Failure / Performance Points	Waiver Period	Length of Waiver Period (from Services Commencement Date)
			<p>Late Threshold, but before the call was answered by the operator</p> <p>Total Number of Calls = number of calls made to the helpdesk in the Month</p> <p>Late Threshold = 20 seconds</p>						
KPI 5	Complaints / issues	Complaints / issues raised	<p>(Complaints Made / Bookings Delivered) * 100</p> <p>Complaints Made = the total number of complaints or issues raised in relation to the Services in the Month.</p> <p>Bookings Delivered = the total number of Bookings delivered in the Month.</p>	0% - 1%	1.1% - 1.5% 10 Performance Points	1.6% - 2% 20 Performance Points	>2% 50 Performance Points	Yes	3 Months
KPI 6	Production of Reports	Timely delivery of reports	<p>(Reports Delivered / Reports Required) * 100</p> <p>Reports Delivered = the total number of reports required to be delivered by Schedule 9 (Reports, Records and Management Information)</p>	100%	95% - 99.9% 10 Performance Points	90% - 94.9% 20 Performance Points	<90% 50 Performance Points	No	n/a

KPI number	KPI measure	KPI description	Calculation	Service Threshold	Minor Service Failure / Performance Points	Moderate Service Failure / Performance Points	Critical Service Failure / Performance Points	Waiver Period	Length of Waiver Period (from Services Commencement Date)
			<p>during the Month which are delivered within the time period set out in Schedule 9 (Reports, Records and Management Information).</p> <p>Reports Required = the total number of reports required to be delivered by Schedule 9 (Reports, Records and Management Information) during the Month.</p>						
KPI 7	Data provision	Timely data provision	<p>Total Hours Late / (16 * Total Data Requests) * 100)</p> <p>Total Hours Late = the total number of Normal Working Hours after the deadline for provision of responses to ad hoc data requests which have occurred in the Month.</p> <p>Total Data Requests = the number of requests for ad hoc data in the Month.</p> <p>To provide a baseline for how much extra time was required to provide the data, the Total</p>	0% - 0.625%	0.626% - 1.25% 10 Performance Points	1.26% - 2.5% 20 Performance Points	>2.5% 50 Performance Points	No	n/a

KPI number	KPI measure	KPI description	Calculation	Service Threshold	Minor Service Failure / Performance Points	Moderate Service Failure / Performance Points	Critical Service Failure / Performance Points	Waiver Period	Length of Waiver Period (from Services Commencement Date)
			Data Requests is multiplied by the 2 Working Day deadline, being 16 hours.						
KPI 8	Language Professional development plans	Development plans for Language Professionals following an In Person Assessment by the Quality Assurance Supplier	<p>$100 - ((\text{Development Plans Required} / \text{Bookings Delivered}) * 100)$</p> <p>Development Plans Required = number of development plans required for Language Professionals following an In Person Assessment by the Quality Assurance Supplier in the Month.</p> <p>Bookings Delivered = number of Development Bookings delivered, for this Lot, in the Month.</p>	100%	<p>80% - 99.9%</p> <p>10 Performance Points</p>	<p>60% - 79.9%</p> <p>20 Performance Points</p>	<p><60%</p> <p>50 Performance Points</p>	Yes	3 Months

SCHEDULE 5

Payment

1. SERVICE PAYMENT

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

$$SP = (MP - SC)$$

Where:

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

MP is the Monthly Payment relating to all completed Bookings in the relevant Month calculated in accordance with Paragraph 2; and

SC are the Service Credits relating to service provision calculated in accordance with Schedule 4 and approved by the Authority in accordance with Paragraph 5.1.

2. MONTHLY PAYMENT

2.1 Calculation of Monthly Payment

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

$$MP = MP_{NSF} + MP_{NSR} + OC$$

Where:

MP_{NSF} is the Monthly Payment for face to face non-spoken interpretation services calculated in accordance with Paragraph 2.1.1;

MP_{NSR} is the Monthly Payment for remote non-spoken interpretation services calculated in accordance with Paragraph 2.1.2; and

OC is Other Charges for the provision of Services calculated in accordance with Paragraph 2.4.

2.1.1 Monthly Payment for face to face non-spoken interpretation services (MP_{NSF})

$$MP_{NSF} = [(BUP_{NSF} \times N_{NSF}) \times (1 + AF)]$$

Where:

BUP_{NSF} is the Base Unit Price for face to face non-spoken interpretation services calculated in accordance with Paragraph 2.2.1;

N_{NSF} is the Number of Actual Hours of face to face non-spoken interpretation services provided in the relevant Month; and

AF is the Adjustment Factor calculated in accordance with Paragraph 2.3.

2.1.2 Monthly Payment for remote non-spoken interpretation services (MP_{NSR})

$$MP_{NSR} = [(BUP_{NSR} \times N_{NSR}) \times (1 + AF)]$$

Where:

BUP_{NSR} is the Base Unit Price for remote non-spoken interpretation services calculated in accordance with Paragraph 2.2.2;

N_{NSR} is the Number of Actual Hours of remote non-spoken interpretation services provided in the relevant Month being no less than three (3) hours; and

AF is the Adjustment Factor calculated in accordance with Paragraph 2.3.

2.2 Base Unit Price (BUP)

2.2.1 Base Unit Price for face to face non-spoken interpretation services (BUP_{NSF})

Subject to Paragraph 3, the Base Unit Price for the provision of face to face non-spoken interpretation services shall be as set out in table 1, below.

Table 1: Base Unit Price for face to face non-spoken interpretation services (BUP_{NSF})

Unit	Base Unit Price for face to face non-spoken interpretation services (BUP _{NSF})	Average Monthly volume of face to face non-spoken interpretation services Bookings in the last Month ending prior to the relevant Month
Three hours of face to face non-spoken interpretation services	REDACTED	1 Booking – 269 Bookings
	REDACTED	270 Bookings – 309 Bookings
	REDACTED	310 Bookings – 349 Bookings
	REDACTED	350 Bookings – 389 Bookings
	REDACTED	390 Bookings – 429 Bookings
	REDACTED	430 Bookings – 469 Bookings
	REDACTED	470 +Bookings

2.2.2 Base Unit Price for remote non-spoken interpretation services (BUP_{NSR})

Subject to Paragraph 3, the Base Unit Price for the provision of remote non-spoken interpretation services shall be as set out in table 2, below.

Table 2: Base Unit Price for remote non-spoken interpretation services (BUP_{NSR})

Unit	Base Unit Price for remote non-spoken interpretation services (BUP _{NSR})	Average Monthly volume of remote non-spoken interpretation services Bookings in the last Month ending prior to the relevant Month
One hour of remote non-spoken interpretation services	REDACTED	1 Booking – 19 Bookings
	REDACTED	20 Bookings – 39 Bookings
	REDACTED	40 Bookings – 59 Bookings
	REDACTED	60 Bookings – 79 Bookings
	REDACTED	80 Bookings – 99 Bookings
	REDACTED	100 + Bookings

2.3 Adjustment Factor (AF)

The Adjustment Factor shall be calculated separately for face to face non-spoken interpretation services and remote non-spoken interpretation services, in each case in accordance with the following formula:

$$AF = UAF + SAF + CAF$$

UAF is the Urgency Adjustment Factor to the Base Unit Price calculated in accordance with Paragraph 2.3.1;

SAF is the Security Adjustment Factor to the Base Unit Price calculated in accordance with Paragraph 2.3.2;

CAF is the Complexity Adjustment Factor to the Base Unit Price calculated in accordance with Paragraph 2.3.3.

2.3.1 Urgency Adjustment Factor (UAF)

The Urgency Adjustment Factor shall be calculated in accordance with the following formula:

$$UAF = (UT_0 \times N_{T0}) + (UT_1 \times N_{T1}) + (UT_2 \times N_{T2}) + (UT_{T3} \times N_{T3}) + (UT_4 \times N_{T4})$$

UT₀ is the Adjustment Factor to the Base Unit Price for the provision of Services in the Month with an Urgency Type UT₀ as set out in table 3 below;

N_{T0} is the Number of Actual Hours of Services in the Month with an Urgency Type UT₀ as a proportion of the total hours of provision across all Urgency Types for each Method of Interpretation in the Month;

UT₁ is the Adjustment Factor to the Base Unit Price for the provision of Services in the Month with an Urgency Type UT₁ as set out in table 3 below;

N_{T1} is the Number of Actual Hours of Services in the Month with an Urgency Type UT₁ as a proportion of the total hours of provision across all Urgency Types for each Method of Interpretation in the Month;

- UT₂** is the Adjustment Factor to the Base Unit Price for the provision of Services in the Month with an Urgency Type UT2 as set out in table 3 below;
- N_{T2}** is the Number of Actual Hours of Services in the Month with an Urgency Type UT2 as a proportion of the total hours of provision across all Urgency Types for each Method of Interpretation in the Month;
- UT₃** is the Adjustment Factor to the Base Unit Price for the provision of Services in the Month with an Urgency Type UT3 as set out in table 3 below;
- N_{T3}** is the Number of Actual Hours of Services in the Month with an Urgency Type UT3 as a proportion of the total hours of provision across all Urgency Types for each Method of Interpretation in the Month;
- UT₄** is the Adjustment Factor to the Base Unit Price for the provision of Services in the Month with an Urgency Type UT4 as set out in table 3 below; and
- N_{T4}** is the Number of Actual Hours of Services in the Month with an Urgency Type UT4 as a proportion of the total hours of provision across all Urgency Types for each Method of Interpretation in the Month.

Table 3: Urgency Adjustment Factor

Type of Adjustment	Urgency Level	Urgency Adjustment Factor (UAF) for Lot 3
Urgency	Urgency Type 1 (UT1)	REDACTED
	Urgency Type 2 (UT2)	REDACTED
	Urgency Type 3 (UT3)	REDACTED
	Urgency Type 4 (UT4)	REDACTED

2.3.2 Security Adjustment Factor (SAF)

The Security Adjustment Factor shall be calculated in accordance with the following formula:.

$$\text{SAF} = (\text{SL}_1 \times \text{N}_{\text{S1}}) + (\text{SL}_2 \times \text{N}_{\text{S2}}) + (\text{SL}_3 \times \text{N}_{\text{S3}}) + (\text{SL}_4 \times \text{N}_{\text{S4}}) + (\text{SL}_5 \times \text{N}_{\text{S5}})$$

- SL₁** is the Adjustment Factor to the Base Unit Price for the provision of Services in the Month at Security Level 1 as set out in table 4 below;
- N_{S1}** is the Number of Actual Hours of Services in the Month at Security Level 1 as a proportion of the total hours of provision across all Security Levels for each Method of Interpretation in the Month;
- SL₂** is the Adjustment Factor to the Base Unit Price for the provision of Services in the Month at Security Level 2 as set out in table 4 below;
- N_{S2}** is the Number of Actual Hours of Services in the Month at Security Level 2 as a proportion of the total hours of provision across all Security Levels for each Method of Interpretation in the Month;
- SL₃** is the Adjustment Factor to the Base Unit Price for the provision of Services in the Month at Security Level 3 as set out in table 4 below;

- N_{S3}** is the Number of Actual Hours of Services in the Month at Security Level 3 as a proportion of the total hours of provision across all Security Levels for each Method of Interpretation in the Month;
- SL₄** is the Adjustment Factor to the Base Unit Price for the provision of Services in the Month at Security Level 4 as set out in table 4 below;
- N_{S4}** is the Number of Actual Hours of Services in the Month at Security Level 4 as a proportion of the total hours of provision across all Security Levels for each Method of Interpretation in the Month;
- SL₅** is the Adjustment Factor to the Base Unit Price for the provision of Services in the Month at Security Level 5 as set out in table 4 below; and
- N_{S5}** is the number of Assignments for the provision of Services at Security Level 5 in the Month.

Table 4: Security Adjustment Factor

Type of Adjustment	Security Level	Security Adjustment Factor (SAF)
Security	Security Level 1 (SL1)	REDACTED
	Security Level 2 (SL2)	REDACTED
	Security Level 3 (SL3)	REDACTED
	Security Level 4 (SL4)	REDACTED
	Security Level 5 (SL5)	REDACTED

Where the Supplier supplies a higher Security Level than requested in the Booking, there shall be no uplift for the higher Security Level.

Where the Supplier supplies a lower Security Level than requested in the Booking (with the consent of the relevant Commissioning Body in accordance with the Service Specification), the uplift shall be for the Security Level provided.

2.3.3 Complexity Adjustment Factor (CAF)

The Complexity Adjustment Factor shall be calculated in accordance with the following formula.

$$\text{CAF} = (\text{PT} \times \text{N}_{\text{PT}}) + (\text{LS} \times \text{N}_{\text{LS}}) + (\text{S} \times \text{N}_{\text{S}})$$

Where:

- PT** is the Adjustment Factor to the Base Unit Price for the provision of Services with a Complexity Level of a speech to text reporter in the Month as set out in table 5;
- N_{PT}** is the Number of Actual Hours of Services in the Month with a Complexity Level of palantypists as a proportion of the total hours of provision across all Complexity Levels for each Method of Interpretation in the Month;
- LS** is the Adjustment Factor to the Base Unit Price for the provision of Services with a Complexity Level of lip speakers in the Month as set out in table 5;

- N_c** is the Number of Actual Hours of Services in the Month with a Complexity Level of lip speakers as a proportion of the total hours of provision across all Complexity Levels for each Method of Interpretation in the Month;
- S** is the Adjustment Factor to the Base Unit Price for the provision of Services with a Complexity Level of "standard" in the Month as set out in table 5; and
- N_s** is the Number of Actual Hours of Services in the Month with a Complexity Level of "standard" as a proportion of the total hours of provision across all Complexity Levels for each Method of Interpretation in the Month.

Table 5: Complexity Adjustment Factors

Type of Adjustment	Complexity Level	Complexity Adjustment Factor (CAF) for Lot 3
Complexity	Speech to Text (PT)	REDACTED
	Lipspeaker (LS)	REDACTED
	Standard (S)	REDACTED

2.4 Other Charges (OC)

- 2.4.1 The Other Charges shall be calculated by multiplying the number of times each item is used in the relevant Month by the charge for that item set out in table 6 below.
- 2.4.2 The items set out in table 5 comprise an exhaustive list and no other costs and charges shall be recoverable by the Supplier from the Authority other than as expressly provided for in the Contract.

Table 6: Rate card for Other Charges

Type of item	Charge per item (payable in respect of each Language Professional engaged in the relevant Booking)
Charge for one Cancellation	REDACTED
Charge for one Curtailment Cancellation	REDACTED

- 2.5 The Supplier agrees that, each and every time it receives an Other Charge in respect of Cancellation and Curtailment Cancellation, it shall, within thirty (30) days of receipt of such payment, pay each Language Professional who was subject to the Cancellation or Curtailment Cancellation such proportion of the Other Charge as the Supplier is required to pay cancellation charges under its applicable agreements from time to time with such Language Professionals (it being acknowledged that as at the Commencement Date the Supplier is required by such agreements to pay 100% of the agreed fee to the Language Professionals if it gives them notice of cancellation of seven days or less).

3. INDEXATION OF PAYMENTS

- 3.1 The Base Unit Price shall be Indexed on the second anniversary of the Services Commencement Date and annually thereafter in accordance with this Paragraph 3.

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

$$BUP_n = BUP_{n-1} \times a^V$$

Where:

BUP_n is the Base Unit Price (Indexed) in Contract Year 'n';

BUP_{n-1} is the Base Unit Price in Contract Year (n-1);

a is the portion of Base Unit Price subject to indexation, where $a = 86\%$;

V is the variation, calculated using the formula below:

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

Where:

CPI_0 is the Consumer Prices Index in Contract Year (n-1); and

CPI_1 is the Consumer Prices Index in Contract Year n.

4. PAYMENT

4.1 The Supplier acknowledges that the Authority comprises departments including the Identified Bodies and, for the purposes of payment of the Service Payment only, each of the Identified Bodies shall receive its own invoice.

4.2 Notwithstanding a Commissioning Body or Identified Body approving a Language Professional's timesheet prior to the Language Professional leaving a Location, the Supplier shall:

4.2.1 upload the Actual Start Time and Actual End Time to the Booking Service; and

4.2.2 via the Booking Service or another appropriate electronic means, notify the Commissioning Body or Identified Body which requested the Booking of the Actual Start Time and Actual End Time.

4.3 The Supplier shall ensure that it fulfils the requirements of Paragraph 4.2 within the following timescales:

4.3.1 for a single day Booking, within twenty four (24) hours of the Actual End Time; and

4.3.2 for a multi-day Booking, on the last Working Day of the week in which the Booking occurred (or each week should the Booking extend over multiple weeks).

4.4 Within five (5) Working Days the notification being received in accordance with Paragraph 4.2, the relevant Commissioning Body or Identified Body may either approve the Actual Start Time and Actual End Time or notify the Supplier that it disputes such times. Any such notification shall be delivered by the Commissioning Body to the Supplier via the Booking Service.

4.5 If the Commissioning Body or Identified Body does not, within five (5) Working Days of receipt of notification from the Supplier, notify the Supplier pursuant to Paragraph 4.4 of its approval or not of the Actual Start Time and/or Actual End Time, the time shall be deemed approved.

4.6 Where a Commissioning Body or Identified Body disputes the Actual Start Time and/or Actual End Time of a Booking, the matter shall be dealt with in accordance with the Dispute Resolution Procedure.

- 4.7 Approval of the Actual Start Time and Actual End Time by a Commissioning Body or Identified Body is without prejudice to its other rights and remedies, including its right to dispute an invoice following Receipt.
- 4.8 The Supplier shall invoice the Monthly Payment, in accordance with Paragraph 4.9, to the relevant Commissioning Body or Identified Body monthly in arrears.
- 4.9 The Supplier shall ensure that each Commissioning Body and Identified Body shall receive its own invoice in respect of the Bookings which it has requested and which have been completed in the Month to which the invoice relates. Such invoice shall be addressed in accordance with the instructions notified to the Supplier by the relevant Commissioning Body from time to time.
- 4.10 During the Contract Period, the Authority may direct the Supplier to issue invoices in some manner other than as set out in Paragraph 4.9 from time to time without the need to refer the matter to the Change Control Procedure. The Supplier agrees to effect such change at no cost to the Authority or any other Commissioning Body or Identified Body.
- 4.11 Subject to Paragraph 4.12, the Supplier agrees that each invoice shall be raised as follows:
- 4.11.1 in relation to the Monthly Payment due, the invoice shall be raised on the 7th Working Day of each Month;
 - 4.11.2 in relation to any Termination Payment due, such invoice shall be raised within thirty (30) days of the effective date of termination of this Contract.
- 4.12 The Supplier shall first submit to the relevant Commissioning Body or Identified Body a draft invoice, together with all necessary supporting documentation, setting out the amount payable. Such supporting documentation shall include as a minimum the applicable Base Unit Prices and the volumes on the basis of which they have been calculated and that other information as is set out in Annex 1 of Schedule 7 .
- 4.13 The Authority shall, and shall use its reasonable endeavours to ensure the other Commissioning Bodies and Identified Bodies shall, verify draft invoices in a timely fashion and, in any event within five (5) Working Days of its Receipt and, following such verification, the Supplier shall be entitled to submit its invoice.
- 4.14 The Supplier shall ensure that each invoice contains the following information to the extent it is applicable to the payment due under that invoice:
- 4.14.1 the date of invoice or credit note;
 - 4.14.2 a unique reference number;
 - 4.14.3 the purchase order number, if any;
 - 4.14.4 the period the Monthly Payment relates;
 - 4.14.5 the Monthly Payment for face to face non-spoken interpretation services, together with sufficient information as to how such amount has been calculated (including the Base Unit Prices applied);
 - 4.14.6 the Monthly Payment for remote non-spoken interpretation services, together with sufficient information as to how such amount has been calculated (including the Base Unit Prices applied);
 - 4.14.7 the Service Credits, together with sufficient information as to how such deduction has been calculated
 - 4.14.8 in respect of an invoice where Service Credits for Non-Fulfilment are being offset:

- (a) the period to which the deduction of Service Credits relates; and
 - (b) the value of the Service Credits.
- 4.14.9 in respect of a credit note for Service Credits for Service Failures, the period to which the Service Credits relates;
- 4.14.10 the Termination Payment, together with such other information as may be required in order to show how the Termination Payment has been calculated;
- 4.14.11 the total payment due gross and net of any applicable deductions and, separately, any VAT or other sales tax properly payable;
- 4.14.12 the contact name and telephone details of a responsible person in the Supplier's finance department in the event of query; and
- 4.14.13 the banking details for payment to the Supplier.
- 4.15 The Supplier agrees it shall provide such other supporting information as may be reasonably requested by a Commissioning Body or Identified Body from time to time to substantiate an invoice or credit note received from the Supplier under this Contract.
- 4.16 All invoices and credit notes submitted by a Supplier to a Commissioning Body or Identified Body shall be expressed in pounds sterling (£).
- 4.17 Subject to the terms of this Contract, the Authority shall, and shall use its reasonable endeavours to ensure the other Commissioning Bodies and Identified Bodies shall, make payment to the Supplier in pounds sterling (£) by electronic transfer within thirty (30) days of Receipt of a valid invoice.
- 4.18 If a Commissioning Body, an Identified Body or the Supplier fails to pay undisputed sums properly payable under this Contract by the due date, the issuer of the invoice or recipient of the credit note (as the case may be) shall have the right to charge interest on the overdue amount at a rate of 3% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgement.
- 4.19 On the first Working Day of each Month, the Supplier shall provide to the Authority a consolidated summary of all invoices and credit notes which have been raised in the previous Month, showing for that Month, the total amount invoiced to each Commissioning Body and Identified Body, the total amount of Service Credits for Non-Fulfilment applied in relation to each Commissioning Body and Identified Body and the total amount of Service Credits for Service Failures in respect of which credit notes have been issued. The Supplier shall promptly respond to such requests as the Authority may have in relation to such information.

5. SERVICE CREDITS

- 5.1 The calculation of Service Credits shall be subject to the Approval of the Authority, which shall be given or withheld in the Commercial and Contract Management Review Board meeting held the Month after the event giving rise to the Service Credits occurred.
- 5.2 The Supplier shall:
 - 5.2.1 include in each invoice issued to each relevant Commissioning Body or Identified Body following the end of each Month a credit to the value of Service Credits for Non-Fulfilment Bookings (as approved by the Authority under Paragraph 5.1) in respect of Bookings made by such Commissioning Body or Identified Body; and
 - 5.2.2 in respect of Service Credits for Service Failures, within five (5) Working Days following the end of each Month issue a credit note to the Authority for the total value of Service

Credits for Service Failures as approved by the Authority under Paragraph 5.1. The Supplier shall pay the amount of each credit note to the Authority in pounds sterling (£) by electronic transfer within thirty (30) days of its date.

- 5.3 Where the Authority disputes the calculation of Service Credits, then, without prejudice to its other rights and remedies, the matter shall be dealt with in accordance with the Dispute Resolution Procedure.

6. DISPUTED INVOICES

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

SCHEDULE 6

Governance

1. INTRODUCTION AND OBJECTIVES

- 1.1 This Schedule 6 sets out the arrangements agreed between the Parties for the management of their relationship and the relationship of the Quality Assurance Supplier during the Contract Period.
- 1.2 The Parties agree that the objectives of the governance approach implemented by the Parties in this Schedule 6 include to:
- 1.2.1 establish and maintain trust between each of the Parties and the Quality Assurance Supplier including by acting in an open, reliable and competent manner;
 - 1.2.2 maintain the involvement of the Authority's stakeholders throughout the Contract Period;
 - 1.2.3 enable the Authority to communicate and the Supplier to understand the Authority's changing objectives;
 - 1.2.4 manage change efficiently and in a cost effective and timely manner for the Authority; and
 - 1.2.5 identify early, avoid and/or promptly resolve any issues, problems or disputes that may arise between the Parties.

2. MANAGEMENT OF THE SERVICES

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

3. GOVERNANCE BOARDS

- 3.1 In accordance with this Schedule 6, the Parties will create and maintain for the Contract Period the following boards on which the Parties shall be represented:
- 3.1.1 Operational Performance Board;
 - 3.1.2 Commercial and Contract Management Review Board;
 - 3.1.3 Strategic Board; and
 - 3.1.4 Quality Assurance Board,
- (together the **Governance Boards**).
- 3.2 The Parties shall ensure the Governance Boards are established no later than the Services Commencement Date.

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

4. BOARD MEETINGS AND DECISIONS

- 4.1 The Governance Boards shall meet in accordance with the frequency set out in Annex 1 to this Schedule 6. In addition to those Board Meetings required by this Schedule 6, the Board Leads for each Governance Board may agree what additional meetings they wish to hold, if any, in order to discharge the responsibilities and purpose of the relevant Governance Board. The Board Leads will review the meetings schedule at least once in each year.
- 4.2 Each Party shall ensure that its Board Members shall make all reasonable efforts to attend the respective Governance Boards at which that Board Member's attendance is required. If any Board Member is not able to attend a Board Meeting, that person shall use all reasonable endeavours to ensure that:
- 4.2.1 a delegate attends the relevant Board Meeting in his/her place who is properly briefed and prepared; and
 - 4.2.2 that he/she is debriefed by such delegate following the Board Meeting.
- 4.3 Except as otherwise set out in this Paragraph, the Board Meetings shall be quorate as long as at least two (2) representatives of each Party are present, which must include both Authority Board Lead and Supplier Board Lead (or, in each case, his/her respective delegate). For the purposes of the Quality Assurance Board, at least two (2) representatives of the Quality Assurance Supplier must also be present.
- 4.4 During Transition, the Parties shall agree the format and structure of the Pre-Meeting Reports and Management Information (each of which may be amended from time to time in accordance with Schedule 7) to be delivered by the Supplier for the purposes of each Board Meeting.
- 4.5 The Supplier Board Lead shall complete and deliver the relevant Pre-Meeting Report and Management Information to the Authority Board Lead no less than ten (10) Working Days prior to the Board Meeting to which the Pre-Meeting Report relates, or on such other date as the Authority Board Lead may agree in writing.
- 4.6 The agenda of the respective Board Meetings shall be in accordance with the standing items set out in Annex 1 to this Schedule 6, together with any such additional items the Board Members may wish to raise.
- 4.7 Board Meetings may be conducted through electronic means without any necessity that all participants are physically present at a particular location.

- 4.8 Meetings of each Governance Board shall be minuted by the Authority Board Lead (or an individual acting on his/her behalf) and agreed with the Supplier Board Lead (such agreement not to be unreasonably withheld or delayed) before circulation to the attendees of the Board Meeting in question. In the case of the Quality Assurance Board, the minutes shall also be agreed with the Quality Assurance Supplier Board Lead.
- 4.9 The Parties shall use all reasonable endeavours to ensure that the Governance Boards make decisions through timely and effective communication and agreement to decisions shall not be unreasonably withheld by its Board Members. Each Party shall ensure that its Board Members have appropriate authority, skill and experience to make decisions and ensure the objectives of the respective Governance Boards are discharged.
- 4.10 Board Members may, with the consent of the Authority Board Lead (such consent not to be unreasonably withheld or delayed), invite other persons to attend meetings of that Governance Board. For the avoidance of doubt, only Board Members have the authority to make decisions during the respective Board Meetings.
- 4.11 In the event that either Party wishes to replace any of its appointed Board Members, it shall notify the other's Board Lead in writing of the proposed change which, in respect of the Supplier's Board Members shall be subject to the Approval of the Authority (such Approval not to be unreasonably withheld or delayed).

5. CHANGE CONTROL IMPACT

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

6. GOVERNANCE BOARD PERFORMANCE MEASUREMENT

- 6.1 The Parties acknowledge that the successful operation of the governance procedures in the Contract is a key determining factor in the success of the Contract. Therefore the operation of the governance procedures shall be managed as follows:
- 6.1.1 each Governance Board shall be measured against its objectives set out in the Annex to this Schedule 6;
- 6.1.2 if, in the opinion of the Strategic Board, either the Commercial and Contract Management Review Board, the Operational Performance Board and/or Quality Assurance Board is failing to meet its objectives then the Strategic Board will require that the respective board makes appropriate changes to its ways of working as shall be confirmed by the Authority Board Lead of the Strategic Board in writing. Such requirements may include one or more of the following:
- (a) the commitment of more resources to the activities of the relevant board;
 - (b) the prompt replacement of Board Members making up the relevant board who, in the reasonable opinion of the Strategic Board, have been under-performing or are otherwise unsuitable (for example due to a failure to properly accept accountability or responsibility);
 - (c) increasing the frequency of the Board Meetings or reporting requirements of the relevant board; and/or
 - (d) modification to the type and style of reports and associated metrics.

ANNEX 1

GOVERNANCE BOARDS

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

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

Commercial and Contract Management Review Board	
Authority Board Lead & Chair of the Board	Senior Commercial and Contract Manager.
Other Authority Board Members	<p>Senior Responsible Officer.</p> <p>Head of the Contracted Services & Performance team.</p> <p>Other members of the Contracted Services & Performance team (as appropriate).</p> <p>Other member of Commercial and Contract Management (as appropriate).</p>
Supplier Board Lead	Account Director.
Other Supplier Board Members	Senior members of the Account Management Team.
Frequency	Monthly.
Purpose	To review the contractual commitments and obligations of Supplier to the Authority are being delivered (including those in respect of the Service and financials).
Standing Agenda	<p>Review of Pre-Meeting Report and action points arising.</p> <p>Review the Supplier's performance based on previous Month against KPIs and Commissioning Bodies' feedback.</p> <p>Review the reasons for the award of any Service Credits.</p>

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

Operational Performance Board – All Commissioning Bodies	
Authority Board Lead & Chair of the Board	Head of the Contracted Services & Performance team or Head of Operational Contract Management for each Commissioning Body.

Operational Performance Board – All Commissioning Bodies	
Other Authority Board Members	Commercial and Contract Management.
Supplier Board Lead	Account Director.
Other Supplier Board Members	The Account Management Team as appropriate.
Frequency	Monthly.
Purpose	To review the performance of the Services from an operational perspective.
Standing Agenda	<p>Review of Pre-Meeting Report and action points arising.</p> <p>Review the provision of the Services to ensure that they are being supplied in accordance with the Contract.</p> <p>Review the operational dashboards.</p> <p>Review opportunities to improve the Services so to make more efficient and effective, resilient and reliable.</p> <p>Review the performance of the Supplier against the KPIs and Commissioning Bodies' feedback.</p> <p>Review the Supplier's performance also against criteria such as Good Industry Practice, proactive, guiding, leading.</p> <p>Discuss and agree a procedure to deal with any external factors impacting the Services in any material respect.</p> <p>Monitor any key risks and/or issues in relation to the Services.</p> <p>Review and attempt to resolve any issue the Authority may have in relation to the Services.</p> <p>Review and attempt to resolve any operational issues in relation to the Services escalated by the other Commissioning Bodies.</p> <p>Review any issues that need escalation to the Strategic Board.</p>
Inputs	Pre-Meeting Reports.
Outputs	Key decisions around operational performance, items that need to be escalated.
Pre-Meeting Reports	<p>Operational Performance Board Report to include:</p> <p>A report on performance against KPIs.</p> <p>Issues that cannot be resolved between the Account Managers and the Commissioning Bodies.</p> <p>Any underlying themes which are affecting the performance of the Services.</p>

Operational Performance Board – All Commissioning Bodies	
	<p>Operational dashboard for review based on KPIs and Authority metrics across Commissioning Bodies.</p> <p>Proposals for innovation.</p>

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

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

SCHEDULE 7

Reports, Records and Management Information

1. INTRODUCTION

- 1.1 The objective of this Schedule 7 is to set out the Authority's requirements for the detail and provision of Management Information, reports, records and other information from the Supplier, including the timing and process of delivery.
- 1.2 This Schedule 7 is without limitation to the Supplier's obligation to promptly provide to the Authority any other information and/or reports required under this Contract or otherwise requested from time to time.

2. MANAGEMENT INFORMATION

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

3. REPORTS

- 3.1 The Supplier shall prepare and issue reports in accordance with the frequency and distribution list as set out in Annex 2 to this Schedule 7. The Parties shall agree in writing the format of the reports and any detail specifically required (other than that already set out in the Contract), such agreement not to be unreasonably withheld or delayed.
- 3.2 In addition to Paragraph 3.1, the Supplier shall promptly, and in any event within two (2) Working Days of request (and in the case of Paragraph 3.2.1, immediately upon becoming aware) provide to the Authority reports which set out:

- 3.2.1 areas of concern relating to the provision of the Services and of matters that may become of ministerial interest and/or may have media interest (whether relating to the Authority and/or any other Commissioning Body). This includes, but is not limited to, Parliamentary questions, FOIA requests and any other requests for information from third parties; and

- 3.2.2 information to fulfil the Authority's obligations to supply information for Parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and the Auditor General, and

in preparing such reports, the Supplier shall include such information as the Authority may reasonably request.

- 3.3 The Parties may agree to incorporate a number of reports into a single report (such agreement not to be unreasonably withheld or delayed).
- 3.4 The Authority may, from time to time, reasonably request the Supplier produces reports outside of the frequency shown in Annex 2 to this Schedule 7 and/or produce reports other than those referred to in this Contract and the Supplier shall provide such reports to the Authority, at its cost, in the timeframe requested by the Authority.

4. RECORDS

- 4.1 The Supplier shall keep full, true and accurate records, accounts, books, data, documents, equipment and other information and property relevant to the performance of the Services (whether in electronic format or otherwise) as may be reasonably required to show the Supplier's compliance with its obligations under this Contract, the Services provided and the charges paid by the Commissioning Bodies under this Contract (including those set out in Annex 3 to this Schedule 7 and otherwise required to be kept under this Contract) in accordance with the applicable Retention Period.
- 4.2 The Supplier shall keep the records and accounts it maintains under this Contract in accordance with Good Industry Practice, in chronological order and in a form that is capable of audit.
- 4.3 The Supplier shall comply with the Authority's instructions in respect of the retention of records and accounts under this Contract including that set out in Annex 4 and any other retention of records policy which the Authority may make available to the Supplier at its discretion from time to time without the need to refer the matter to the Change Control Procedure. The Supplier agrees to effect such change at no additional cost to the Authority or any other Commissioning Body.
- 4.4 Wherever practical, the Supplier shall retain original records. True copies of the original records may be kept by the Supplier where it is not practicable to retain original records.
- 4.5 The Supplier agrees that should it be uncertain as to when records and other information should be deleted or disposed of in accordance with the Retention Period it shall not delete or dispose of such information or records until it has consulted with the Commissioning Body to whom the information or records belong.
- 4.6 The Supplier agrees the Authority may, at its discretion, amend the Retention Periods from time to time upon written notice to the Supplier and without the need to refer the matter to the Change Control Procedure. The Supplier agrees to effect such change at no additional cost to the Authority or any other Commissioning Body.

5. ACCESS

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

ANNEX 1

PERFORMANCE MANAGEMENT INFORMATION

Title	Information required
Definitions	Definitions of KPI Measures and data in Management Information
Summary	Fulfilment % by Commissioning Body, Complaints By Commissioning Body, Overall Venue & Language Performance
Venues & Languages	Fulfilment by Location, Fulfilment by Service
Management Information to be provided for the Agreement/Authority: By Commission Body, both nationally and by region and jurisdictions relevant to each Commissioning Body: Per urgency type, security, complexity: By Service type i.e. Face to Face, Remote, Telephone	Total number of Bookings
	Total Fulfilment rate - %.
	Total number of filled Bookings
	Total number of Non-Fulfilled Bookings
	Booked Start Time of Bookings
	Actual Start Time of Bookings
	Total number of cancelled Bookings
	Total number of Booking cancelled by the Authority
	Total number of Booking where the Language Professional did not attend
	Number and value of Cancellation and Curtailment Cancellation Fees paid
	Number and value of Cancellation and Curtailment Cancellation Fees paid
	Management Information on Services requested
	Attendance information of Language Professionals for face to face non-spoken interpretation and remote non spoken interpretation services
	Total minutes for all Bookings
	Total minutes late
	Number of Booking fulfilled with a Language Professional at a lower Security Level than requested
	Number of Booking fulfilled with a Language Professional at a lower Qualification Level than requested
	No of hours and % of unplanned Booking Service downtime
	No of hours and % of unplanned Website downtime
	Number of calls to the helpdesk

	Speed of answering calls
	Number of calls abandoned
	Helpdesk usage - the reason for the call (advice, support ordering, invoicing, performance issues)
	Total number of complaints
	Number of complaints per reason
	Number of reports required
	Number of reports delivered with the time period
	Total number of data requests
	Hours later for data requests
	Number of Language Professionals requiring a Development Plan following an In Person Assessment

FINANCE MANAGEMENT INFORMATION

Data Requested	Description of data (where necessary)
Invoice No	The unique invoice number
Booking Ref	The unique reference number of the Booking
Venue Ref No.	The unique reference number of the Venue or location where the Booking is being delivered
Commissioning Body Service Type	Face to face non-spoken interpretation and remote non spoken interpretation services
Number of hours	Number of hours worked by the Language Professional
Base Unit Price	As per Schedule 5
Adjustment Factor Price	As per Schedule 5
Urgency Adjustment Factor Price	As per Schedule 5
Security Factor Price	As per Schedule 5
Complexity Adjustment Factor Price	As per Schedule 5
Other Charges Service Credits (SC)	As per Schedule 5
Service Credits for Non-Fulfilment (LN)	As per Schedule 5
Service Credits for Service Failures (LP)	As per Schedule 5
Service Payment	As per Schedule 5
VAT	
Reporting Region	The geographical regions relevant to each Commissioning Body including those in Annex 8 of the Specification.
Commissioning Body Ref Number# (Case Number#/Appeal Number#)	The unique reference number used by the Commissioning Bodies to identify the case or appeal
Hearing Type	The type of case or hearing for which the Booking has been made for example, Crime, Tribunal, Family.
From Language	
To Language	
Actual Start Date	
Actual End Date	

Requester Name	The number of the person who has made the Booking
Name of Person requiring Services	The number of the person receiving the services of the Language Professional
Account Structure Operation Unit	Finance accounting data provided by the Authority.
Account Structure BER	Finance accounting data provided by the Authority.
Account Structure NAC	Finance accounting data provided by the Authority.
Venue Address	
Venue Town	
Venue County	
Venue Postcode	

ANNEX 2

REPORTS

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

ANNEX 3

RECORDS

Record	Description
Agreement	<p>This Contract and all amendments to it.</p> <p>All other documents which this Contract expressly requires to be prepared.</p> <p>Notices, reports and other documentation submitted in accordance with this Contract.</p>
Supplier's Personnel	<p>Save in respect of Language Professionals, a list of all job titles, job descriptions and responsibilities assigned to the Personnel (including Personnel of any Sub-contractor), including whether such Personnel are engaged on a full-time or part-time basis.</p> <p>Information that will enable the Authority, or such Other Supplier on its behalf, to accurately maintain the Register.</p>
Supplier's Key Personnel	Records relating to the appointment and succession of the Key Personnel.
Sub-contracts	A list of all Sub-contracts it has entered into in respect of this Contract, including details as to the rights to terminate, assign (including whether the Sub-contract may be freely assigned to the Authority) and novate the Sub-contract, potentially price-affecting terms and any other information reasonably required to understand the nature, scope and purpose of such Sub-contracts and any potential risks to business continuity.
Assets and Intellectual Property	<p>A register which shall detail all Supplier Assets (including Intellectual Property Rights) used or created by the Supplier and/or its Personnel during the provision of the Services and:</p> <ul style="list-style-type: none"> (a) where the item or rights referred to belong or are subject to the rights of a third party then: (b) the identity of such third party; (c) details of the third party's rights; <ul style="list-style-type: none"> (i) details of the terms upon which the item or right has been made available to the Supplier (a copy of which may be disclosed to the Authority upon request); and (ii) any other information with the Authority should be made aware of in respect of such rights. (d) and where the Supplier Asset is or comprises software, whether: <ul style="list-style-type: none"> (i) it is commercially available (from the Supplier or a third party);

	<p>(ii) not commercially available, but developed by the Supplier or a third party specifically for use in the Services; or</p> <p>(iii) not commercially available and not developed by the Supplier or a third party specifically for use in the Services.</p> <p>An inventory of all Commissioning Body Materials and Deliverables that are in the Supplier's possession and/or under its control (or that of its Personnel).</p>
Premises	<p>A list of Supplier's Premises used in the delivery of the Services and the premises of its Sub-contractors who perform Services on behalf of the Supplier, including:</p> <p>(a) the address of the premises;</p> <p>(b) a brief description of the location;</p> <p>(c) the nature of the premises used in connection with the Services;</p> <p>(d) the Services carried out at the location; and</p> <p>(e) the hours of operation.</p>
Processes	<p>Details of all processes and procedures (manually and electronically managed) used in connection with the performance and delivery of the Services</p> <p>Details of the data structures in which the Commissioning Body Data is stored and processed.</p>
Performance	All performance statistics and details of any performance issues and complaints relating to the Services.
Operational Service Manuals	All operational manuals prepared by the Supplier for the purpose of the provision of the Services.
Training	Details of all training materials used in connection with the performance and delivery of the Services.
Certification	All certificates, licences, registrations and warranties in each case obtained by the Supplier in relation to the provision of the Services.
Change Control Procedure Documentation	<p>Documents submitted by the Supplier pursuant to the Change Control Procedure.</p> <p>Evidence of all Contract Changes approved in accordance with the Change Control Procedure.</p>
Dispute Resolution	Documents submitted by the Supplier following invocation of the Dispute Resolution Procedure by either Party.
Disposal Records	Documents that record the secure disposal of Commissioning Body Assets, Commissioning Body Materials and Deliverables,

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

ANNEX 4

RETENTION

Description	Length of time to be retained
All data relating to completed and uncompleted Bookings made through the Booking Service. To include, and not limited to, any amendments or cancellations made to the original Booking and details of Language Professionals used including the use of part qualified Language Professionals.	2 years after the termination or expiry of Contract (whichever is earlier).
Any video and telephone interpretation recordings as requested by the Commissioning Bodies.	6 months after the return of the product to the Commissioning Body.
All complaints made in relation to the quality or standard of interpretation and translation relating to Bookings, and any poor performance issues regarding a Language Professional. To include the escalation within its own organisation, engagement with the Quality Assurance supplier, responses provided, resolution, action taken and timescales taken for responding and resolving complaints.	6 months after the termination or expiry of Contract (whichever is earlier).
Financial records and reports, including but not limited to Language Professionals' timesheets and all records of payments/credits and how these calculations were arrived at.	7 years from the date of the transaction
Confirmation of the Onboarding Process together with verification forms as evidence that checks have been completed to the required standard by all Language Professionals. To include explanations if requirements were not met.	1 year after termination or expiry of Contract (whichever is earlier).
Written confirmation forms from all Language Professionals that they consent to their details and associated data is to be shared with the Commissioning Bodies and Quality Assurance Supplier.	1 year after termination or expiry of Contract (whichever is earlier).
Records of disposal of records	2 years after the termination or expiry of Contract (whichever is earlier).
Management Information outputs and reports	3 months after the termination or expiry of the Contract (whichever is earlier).
Archived data	In line with retention schedule as if data had not been archived.

SCHEDULE 8

Change Control Procedure

1. GENERAL PRINCIPLES OF CHANGE CONTROL PROCEDURE

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

2. COSTS

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

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

3. CHANGE REQUEST

- 3.1 Either Party may issue a Change Request to the other Party at any time during the Contract Period. A Change Request shall be substantially in the form of Annex 1 of this Schedule 8 and state whether the Party issuing the Change Request considers the proposed Contract Change to be a Fast-track Change.
- 3.2 The Supplier shall prepare and provide to the Authority an Impact Assessment to the Authority as soon as is reasonably practicable but in any event within ten (10) Working Days of the date of issue of the Change Request.

4. IMPACT ASSESSMENT

- 4.1 Each Impact Assessment shall be completed accurately and comprehensively and shall include:
- 4.1.1 details of the proposed Contract Change including the reason for the Contract Change;
 - 4.1.2 details of the impact of the proposed Contract Change on the Services and the Supplier's ability to meet its other obligations under this Contract;
 - 4.1.3 any variation to the terms of this Contract that will be required as a result of that impact;
 - 4.1.4 details of the cost of implementing the proposed Contract Change;
 - 4.1.5 details of the ongoing costs required by the proposed Contract Change when implemented, including any increase or decrease in the Service Payment, any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;
 - 4.1.6 a timetable for the implementation, together with any proposals for the testing of the Contract Change;
 - 4.1.7 details of how the proposed Contract Change will ensure compliance with any applicable Law; and
 - 4.1.8 such other information as the Authority may reasonably request in (or in response to) the Change Request.
- 4.2 If the Contract Change involves the processing or transfer of any Personal Data outside the European Economic Area, the preparation of the Impact Assessment shall also be subject to Clause **Error! Reference source not found.**
- 4.3 Subject to the provisions of Paragraph 4.4, the Authority shall review the Impact Assessment and respond to the Supplier in accordance with Paragraph 5 within fifteen (15) Working Days of receiving the Impact Assessment.
- 4.4 If upon receipt of the Impact Assessment, the Authority reasonably considers that it requires further information regarding the proposed Contract Change so that it may properly evaluate the Change Request and the Impact Assessment, it shall notify the Supplier of this fact and detail the further information that it requires. The Supplier shall then re-issue the relevant Impact Assessment to the Authority within ten (10) Working Days of receiving such notification. At the Authority's discretion, the Parties may repeat the process described in this Paragraph 4.4 until the Authority is satisfied that it has sufficient information to properly evaluate the Change Request and Impact Assessment.

- 4.5 Subject to Paragraph 5 and Clause **Error! Reference source not found.**, the Supplier shall only be entitled to increase the Service Payment if it can demonstrate in the Impact Assessment to the Authority's satisfaction that the proposed Contract Change requires additional resource and, in such event any change to the Service Payment resulting from a Contract Change (whether the change will cause an increase or decrease in the Service Payment) will be strictly proportionate to the increase or decrease in the level of resources required for the provision of the Services. The calculation of costs for the purpose of Paragraphs 4.1.4 and 4.1.5 shall:

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

5. AUTHORITY'S RIGHT OF APPROVAL

- 5.1 Within fifteen (15) Working Days of receiving the Impact Assessment from the Supplier or within ten (10) Working Days of receiving the further information that it may request pursuant to Paragraph 4.4, the Authority shall evaluate the Change Request and the Impact Assessment and shall do one of the following:
- 5.1.1 approve the proposed Contract Change, in which case the Parties shall follow the procedure set out in Paragraph 5.2;
 - 5.1.2 in its absolute discretion reject the Contract Change, in which case it shall notify the Supplier of the rejection. If the Authority does reject a Contract Change, then it shall explain its reasons in writing to the Supplier as soon as is reasonably practicable following such rejection; or
 - 5.1.3 in the event that it reasonably believes that a Change Request or Impact Assessment contains errors or omissions, require the Supplier to modify the relevant document accordingly, in which event the Supplier shall make such modifications within five (5) Working Days of such request. Subject to Paragraph 4.4, on receiving the modified Change Request and/or Impact Assessment, the Authority shall approve or reject the proposed Contract Change within ten (10) Working Days.
- 5.2 If the Authority approves the proposed Contract Change pursuant to Paragraph 5.1 and it has not been rejected by the Supplier in accordance with Paragraph 6, then the Authority shall inform the Supplier and the Supplier shall prepare two (2) copies of a Change Authorisation Note which it shall sign and deliver to the Authority for its signature. Following receipt by the Authority of the Change Authorisation Note, it shall sign both copies and return one (1) copy to the Supplier. On the Authority's signature the Change Authorisation Note shall constitute (or, where the Authority has agreed to or required the implementation of a Change prior to signature of a Change Authorisation Note, shall constitute confirmation of) a binding variation to this Contract.
- 5.3 If the Authority does not sign the Change Authorisation Note within ten (10) Working Days, then the Supplier shall have the right to notify the Authority and if the Authority does not sign the Change Authorisation Note within five (5) Working Days of such notification, then the Supplier may refer the matter to the Dispute Resolution Procedure.

6. SUPPLIER'S RIGHT OF APPROVAL

- 6.1 Following an Impact Assessment, if:
- 6.1.1 the Supplier reasonably believes that any proposed Contract Change which is requested by the Authority would:

(a) materially and adversely affect the risks to the health and safety of any person; and/or

(b) require the Services to be performed in a way that infringes any Law; and/or

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

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

7. FAST-TRACK CHANGES

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

7.2 If:

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

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

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

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

ANNEX 1

Change Request

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

ANNEX 2

Change Authorisation Note

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

SCHEDULE 9

Insurances

1. INTERPRETATION

- 1.1 In this Schedule 9 each obligation on the Supplier to do or not to do an act shall include the obligation on the Supplier to procure that each Language Professional and Sub-contractor shall do or not do such act (as appropriate) except that the Language Professionals will not have to comply with this Schedule 11 where the Insurances effected by the Supplier extend cover to said Language Professionals.

2. OBLIGATION TO MAINTAIN INSURANCES

- 2.1 Without prejudice to its obligations to the Authority under this Contract, including its indemnity obligations for the periods specified in this Schedule 9 the Supplier shall take out and maintain, or procure the taking out and maintenance of the insurances as set out in Annex 1 to this Schedule 9 and any other insurances as may be required by applicable law (together the **Insurances**). The Supplier shall ensure that each of the Insurances is effective no later than the date on which the relevant risk commences.
- 2.2 The Insurances shall be maintained in accordance with Good Industry Practice and (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time.
- 2.3 The Insurances shall be taken out and maintained with insurers who are:
- 2.3.1 of good financial standing;
 - 2.3.2 appropriately regulated; and
 - 2.3.3 of good repute in the international insurance market.
- 2.4 The Supplier shall provide to the Authority on or before the Commencement Date and thereafter within ten (10) Working Days of written request from the Authority evidence of the Insurances in a form satisfactory to the Authority.
- 2.5 The Supplier shall ensure that the public and products liability policy shall contain an indemnity to principals clause under which the Commissioning Bodies shall be indemnified in respect of claims made against the relevant Commissioning Body in respect of death or bodily injury or third party property damage arising out of or in connection with the Services and for which the Supplier or any of the Supplier's Affiliate is legally liable.

3. GENERAL OBLIGATIONS

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

4. FAILURE TO INSURE

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

5. EVIDENCE OF INSURANCES

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

6. AGGREGATE LIMIT OF INDEMNITY

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

7. CANCELLATION

- 7.1 Subject to Paragraph 7.2, the Supplier shall notify the Authority in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.
- 7.2 Without prejudice to the Supplier's obligations under Paragraph 4, Paragraph 7.1 shall not apply where the termination of any Insurances occurs purely as a result of a change of insurer in respect of any of the Insurances required to be taken out and maintained in accordance with this Schedule.

8. INSURANCE CLAIMS

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

ANNEX 1

REQUIRED INSURANCES

1. INSURED AND LIMIT OF INDEMNITY

- 1.1 The Supplier to maintain cover with a limit of indemnity no less than £10,000,000 (ten million pounds) in respect of any one occurrence with the number of occurrences being unlimited in any annual policy period and in the annual aggregate in respect of products and pollution liability.
- 1.2 Except where the Supplier has effected Third Party Public and Products Liability Insurance which extends to Language Professionals, the Supplier to ensure that each and every Language Professional maintains cover with a limit of indemnity no less than £1,000,000 (one million pounds) in respect of any one occurrence with the number of occurrences being unlimited in any annual policy period and in the annual aggregate in respect of products and pollution liability.

2. INTEREST

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

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

2.1.2 loss of or damage to property;

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

3. TERRITORIAL LIMITS

- 3.1 United Kingdom

4. PERIOD OF INSURANCE

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

5. COVER FEATURES AND EXTENSIONS

- 5.1 Indemnity to principals clause.

6. PRINCIPAL EXCLUSIONS

- 6.1 War and related perils.
- 6.2 Nuclear and radioactive risks.
- 6.3 Liability for death, illness, disease or bodily injury sustained by employees of the insured during the course of their employment.
- 6.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by applicable law in respect of such vehicles.
- 6.5 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the insured.

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

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

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

7. MAXIMUM DEDUCTIBLE THRESHOLD

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

PART B: PROFESSIONAL INDEMNITY INSURANCE

8. INSURED AND LIMIT OF INDEMNITY

8.1 The Supplier to maintain cover with a limit of no less than £5,000,000 (five million pounds) in respect of any one claim and in the aggregate per annum.

8.2 Except where the Supplier has effected Professional Indemnity Insurance which extends to Language Professionals, the Supplier to procure that each and every Language Professional maintains cover with a limit of indemnity no less than £1,000,000 (one million pounds) in respect of any one claim and in the aggregate per annum.

9. INTEREST

9.1 To indemnify the insured for all sums which the Insured shall become legally liable to pay (including claimants' costs and expenses) as a result of claims first made against the Insured during the period of insurance (as specified in Paragraph 11) by reason of any negligent act, error and/or omission arising from or in connection with the provision of the Services.

10. TERRITORIAL LIMITS

10.1 United Kingdom

11. PERIOD OF INSURANCE

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

12. COVER FEATURES AND EXTENSIONS

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

12.1 Loss of documents.

12.2 Defamation.

13. PRINCIPAL EXCLUSIONS

13.1 War and related perils.

13.2 Nuclear and radioactive risks.

14. MAXIMUM DEDUCTIBLE THRESHOLD

14.1 Not to exceed £1,000.00 (one thousand pounds) for each and every claim.

PART C: UNITED KINGDOM COMPULSORY INSURANCES

15. UNITED KINGDOM COMPULSORY INSURANCES

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

SCHEDULE 10

Payments due on Termination

1. TERMINATION PAYMENT

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

2. MITIGATION OF TERMINATION PAYMENT

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

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

3. FULL AND FINAL SETTLEMENT

- 3.1 Any Termination Payment paid under this Schedule shall be in full and final settlement of any claim, demand and/or proceedings of the Supplier in relation to any termination by the Authority pursuant to Clause **Error! Reference source not found.**, and the Supplier shall be excluded from all other rights and remedies it would otherwise have been entitled to in respect of any such termination.

4. INVOICING FOR THE PAYMENTS ON TERMINATION

- 4.1 All sums due under this Schedule shall be payable by the Authority to the Supplier in accordance with the payment terms set out in Schedule 5.

5. SET OFF

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

ANNEX 1

Maximum Payments on Termination

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

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

SCHEDULE 11

Exit

1. INTRODUCTION

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

2. EXIT RESOURCING

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

3. CHARGES FOR EXIT SERVICES

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

4. EXIT GOVERNANCE

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

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

5. DRAFT EXIT PLAN

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

- 5.2.4 details of which of the Supplier's Personnel will or may transfer to any of the Commissioning Bodies and/or any Replacement Supplier(s), including an indicative timetable for the provision of information relating to Supplier's Personnel engaged in providing the Services.
- 5.3 As soon as reasonably practicable after the Supplier submits the draft Exit Plan to the Authority and in any event (unless otherwise agreed by the Parties) within five (5) Working Days, the Parties shall meet in order to review the draft Exit Plan with a view to the Authority approving its contents (such Approval not to be unreasonably withheld or delayed).
- 5.4 If the Authority does not approve the draft Exit Plan, the Supplier shall amend the draft Exit Plan to take account of any reasonable suggestions made by the Authority and, subject to Paragraph 5.5, this Paragraph 5.4 together with Paragraph 5.3 shall be repeated until the Parties agree to the draft Exit Plan.
- 5.5 The Parties agree that the process set out in Paragraph 5.3 and 5.4 shall not be repeated any more than three (3) instances. If the draft Exit Plan is not approved by the Authority in such time-scale or the draft Exit Plan has not been approved by the Authority within eight (8) Months of the Commencement Date, the matter shall be referred to the Dispute Resolution Procedure.
- 5.6 Following Approval of the draft Exit Plan by the Authority, the Supplier shall, throughout the Contract Period, review the draft Exit Plan so to identify any changes which may be needed to reflect the then-current nature of the Services. Any changes required to the draft Exit Plan prior to the commencement of the Exit Period must be approved by the Change Control Procedure as a Contract Change.
- 6. FINALISATION OF EXIT PLAN**
- 6.1 Within five (5) Working Days following the commencement of the Exit Period (or each Exit Period if this Contract is terminated in part), or such other date the Parties may agree in writing, the Supplier shall deliver to the Authority for Approval a detailed Exit Plan in final form that could be implemented immediately for the orderly, timely and efficient transfer of the Services (or part thereof) from the Supplier to the Commissioning Bodies and/or the Replacement Supplier(s).
- 6.2 The proposed final draft Exit Plan will be based on the approved draft Exit Plan that has been prepared and maintained under Paragraph 5, revised so that it reflects the particular requirements of the circumstances of the exit in question, including where only part of the Services are expiring or are being terminated.
- 6.3 The Authority agrees it shall provide, and shall direct the other Commissioning Bodies and any Replacement Supplier(s) to provide, any necessary information that the Supplier may reasonably request in order to enable the Supplier to finalise the Exit Plan.
- 6.4 As soon as reasonably practicable after the Supplier has submitted the proposed final draft Exit Plan to the Authority and, in any event, (unless otherwise agreed by the Parties) no later than five (5) Working Days after its submission, the Parties shall meet to review the final draft Exit Plan.
- 6.5 The Authority shall be entitled to invite other Commissioning Bodies and any Replacement Supplier(s) to join the meeting held in accordance with Paragraph 6.4 and the Supplier agrees it shall actively participate and co-operate with the Commissioning Bodies and any Replacement Supplier(s) during such meeting(s). The Supplier shall promptly amend the proposed final draft Exit Plan to take account of any reasonable suggestions made by the Authority, other Commissioning Bodies and/or any Replacement Supplier(s) and re-submit the proposed final draft Exit Plan to the Authority for Approval within two (2) Working Days (or such other period as the Parties may agree in writing) of that meeting.
- 6.6 If the Authority is unable to approve the proposed final draft Exit Plan within ten (10) Working Days of the date on which it was initially submitted to the Authority, the matter shall be referred to

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

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

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

INFORMATION

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

8. EXIT SERVICES

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

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

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

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

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

9. POST EXIT ASSISTANCE

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

- 9.1.1 such information and documentation relating to the Services that is in it or its Personnel's possession or control, including the right to take reasonable copies of that material; and
- 9.1.2 such members of the Supplier's Personnel who have been involved in the provision or management of the Services.

10. SUCCESSION

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

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

- 10.2.1 in respect of the Authority, evaluate its options for termination and any re-procurement of the Services;
- 10.2.2 prepare an informed, non-qualified offer for those Services; and
- 10.2.3 not be disadvantaged compared to the Supplier (if the Supplier is invited or eligible to participate in any Tender Process) in respect of access to information regarding the Services and the manner in which such requirements are met at the time of the Tender Process.

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

SCHEDULE 12

Information Security

Cyber Security & Information Assurance Requirements

1. INTRODUCTION

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

2. CYBER ESSENTIALS SCHEME

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

2.1.1 having a current and valid Cyber Essentials certificate which has been awarded by one of the government approved Cyber Essentials accreditation bodies within the most recent twelve (12) Months; and/or

2.1.2 demonstrating that it meets the technical requirements prescribed by the Cyber Essentials Scheme as detailed at:

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

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

- 2.2 The Supplier shall be exempt from complying with the requirements at Paragraphs 2.1.1 and 2.1.2 if it is certified to the ISO27001 standard, the Cyber Essentials requirements have been included in the scope of that certification (and verified as such) and the certification body carrying out this verification is approved to issue a Cyber Essentials certificate by one of the government approved Cyber Essentials accreditation bodies.

- 2.3 If the Supplier cannot rely on the exemption at Paragraph 2.2 the Supplier shall, throughout the Contract Period:

2.3.1 renew its Cyber Essentials certificate immediately after the expiration of a period of twelve (12) Months from the date that the same was first issued or last renewed; or

2.3.2 where the Supplier has demonstrated compliance in accordance with Paragraph 2.1.2, it shall immediately after the expiration of a period of twelve (12) Months from any date that such evidence was provided, provide the Authority with evidence of the same kind by way of a renewal of the demonstration that it is able to comply with Cyber Essentials requirements.

- 2.4 The Supplier shall, throughout the Contract Period, ensure that the standard of cyber security, information assurance and security controls across all aspects of the Services are maintained to provide acceptable levels of risk management and risk acceptance so that the Commissioning Bodies can maintain assurance and accreditation as required by HMG guidance.

3. CLOUD SECURITY PRINCIPLES

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

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

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

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

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

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

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

5. SPECIFIC REQUIREMENTS FOR CYBER ASSURANCE AND ACCREDITATION

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

5.1.1 Security and IA – Procedural and Policy controls

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

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

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

- (a) The Supplier's systems shall securely store and process all Commissioning Body Materials and Deliverables at least to a standard required at the Government Security Classification OFFICIAL.
- (b) The Supplier's systems shall be protected by appropriate people, process, technology and physical security controls as part of a 'defence-in-depth' approach.
- (c) The Supplier's systems should securely identify and authenticate users before allowing them to access it.
- (d) Where there are aspects of data aggregation, additional controls may be required above the level of the HMG Baseline Controls in accordance with HMG (Security Policy Framework) and Communications-Electronics Security Group (CESG) standards and guidance as set out in Paragraph 5.1.1(e) of this Schedule 12 subject to agreement with the accreditor.
- (e) The Supplier shall ensure that any electronic transfer of Commissioning Body Materials and Deliverables:
 - (i) protects the confidentiality of the Commissioning Body Materials and Deliverables during transfer through encryption suitable for the impact level of the data;
 - (ii) maintains the integrity of the Commissioning Body Materials and Deliverables during both transfer and loading into the receiving system through suitable technical controls for the impact level of the data; and
 - (iii) prevents repudiation of receipt through accounting and auditing.
- (f) The Supplier shall ensure that all OFFICIAL information is afforded physical protection from internal, external and environment threats commensurate with the Commissioning Bodies' business value of the OFFICIAL information.

- (g) All physical components of the Supplier's systems should be kept in secure accommodation which conforms to HMG (Security Policy Framework) and Communications-Electronics Security Group (CESG) standards and guidance as set out in Paragraph 5.1.1(e) of this Schedule 12 and which can be independently audited and approved by the Authority or its authorised representatives.
- (h) All handling of physical media holding Security Classified (OFFICIAL) Data shall be done in accordance with HMG (Security Policy Framework) and Communications-Electronics Security Group (CESG) standards and guidance as set out in Paragraph 5.1.1(e) of this Schedule 12 or equivalent Good Industry Practice.

5.1.3 **Security and IA - Technical Controls**

- (a) The Supplier's systems must provide network controls to authenticate internal and external users prior to communicating to prevent unauthorised users gaining access to the Supplier's System.
- (b) The import and export of Commissioning Body Materials and Deliverables from the systems must be strictly controlled and recorded / audited.
- (c) The Supplier's systems must enforce the principle of 'least privilege' and only grant users the minimum necessary permission to access information / access the service.
- (d) The Supplier's systems must enforce robust role-based access control mechanisms to prevent unauthorised access to Commissioning Body Materials and Deliverables.
- (e) The Supplier's systems must implement effective and legitimate monitoring of the Services in accordance with HMG standards, where appropriate, in accordance with CESG Good Practice Guide (GPG) 13 – Protective Monitoring (GPG 13 can be obtained from CESG through a CLAS consultant (<https://www.cesg.gov.uk/servicecatalogue/CLAS/Pages/WhatisCLAS.aspx>)) or may be provided or summarised by the Authority.
- (f) The Supplier shall, where appropriate, ensure that the Supplier's system functions in accordance with Good Industry Practice for protecting external connections to the internet.
- (g) The Supplier shall ensure that its systems function in accordance with Good Industry Practice for protection from malicious code.
- (h) The Supplier shall ensure that all components of its systems are patched in line with Good Industry Practice and Supplier's patch policy (such patch policy to be agreed with the Authority).
- (i) An IT health check must be conducted on the Supplier's system on an annual basis from the Commencement Date by an independent CHECK qualified company if and as required by the accreditor and subject to agreement on its scope between the accreditor and the Supplier.
- (j) Technical vulnerabilities of the Supplier's systems which are identified during the assurance process must be resolved effectively and must be recorded on the system risk register and tracked through the accreditation process where applicable.
- (k) Users must be automatically logged out of the Supplier's system if an account / session is inactive for more than 15 minutes. The Supplier shall provide to the

Authority sufficient design documentation detailing the security architecture of their information system and data transfer mechanism to support the Authority's assurance that the Supplier's systems are appropriate and secure, and comply with the Authority's requirements.

- (l) The Supplier's system must provide network controls to authenticate users prior to communicating to prevent unauthorised users gaining access to services and information.
- (m) The Supplier's system must provide internal processing controls between security domains to prevent the high domain exporting unauthorised Commissioning Body Materials and Deliverables to the low domain if the solution requires passing data between different security domains.
- (n) Any OFFICIAL-Sensitive Data including sensitive Personal Data must be encrypted in transit and when at rest when stored away from the Supplier's controlled environment.
- (o) The Supplier shall ensure that its systems provide controls to securely manage (store and propagate) all cryptographic keys to prevent malicious entities and services gaining access to them, in line with the Authority's Cryptographic Policy, as made available to the Supplier from time to time.

5.2 Security and IA – Personnel Controls

- 5.2.1 The Supplier shall ensure that all its Personnel that have logical or physical access to its systems, Commissioning Body Materials and Deliverables are security cleared to a minimum of "Security Check National Security Vetting".
- 5.2.2 The Supplier's Personnel that do not have access to the Commissioning Body Materials and Deliverables shall in any event be cleared to the baseline physical security standard or the Supplier must provide evidence that they have controls to prevent these Personnel from gaining access to the Commissioning Body Materials and Deliverables.
- 5.2.3 The Supplier must ensure that any delivery partners or third party suppliers are subject to the same security arrangements and meet the same personnel controls and security requirements that are expected of the Supplier.
- 5.2.4 Procedures should be in place to ensure the Supplier's Personnel who have access to Commissioning Body Data are aware of their responsibilities when handling the Commissioning Body Data and the system used to process it.
- 5.2.5 The Supplier's system will support the requirement of the Authority and Commissioning Bodies to comply with HMG policy and guidance on Offshoring (<https://ogsirooffshoring.zendesk.com/hc/en-us/managing>) by assessing, as required, any additional security risks associated with the storage, processing or transmission of information offshore, typically by an offshore provider or Sub-contractor (which may include the use of 'landed resources'), taking account of EU requirements to confirm the 'adequacy' of legislated protection of Personal Data in the country(ies) where storage / processing occurs. No element of the Supplier's system may be 'off-shored' without the Approval of the Authority.
- 5.2.6 The Supplier shall ensure that any Sub-contractors comply with the provisions of this Schedule 12 during the provision of the Services, and as may be stated any data sharing agreement and in the security aspects letter where one is issued by the Authority.

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

5.3 Security and IA – Procedural and Policy controls

- 5.3.1 The Supplier shall develop, implement, operate, maintain and continuously improve the ISMS.
- 5.3.2 The ISMS must be tested and periodically updated, with a full test, review and update performed at least annually from the Commencement Date or when there is a change to the Supplier's systems, its services and/or associated processes. Where ISO 27001 certification is provided, the ISMS shall be independently audited in accordance with ISO/IEC 27001; and be subject to Approval by the Authority. The certification body must be UKAS accredited.
- 5.3.3 The Supplier shall have a certified information security policy that reflects the relevant control objectives; for example, as specified within the ISO27002 control set, for the Supplier's systems and the Services provided.
- 5.3.4 The Supplier must appoint an ICT system manager or security manager, who is responsible for the provision of technical, personnel, process and physical security aspects for the Supplier's system, such individual shall be a member of Key Personnel.
- 5.3.5 The Supplier's system must comply with Law, relevant HMG security standards and Authority security policies.
- 5.3.6 The Supplier's system must demonstrate procedures for reporting and responding to security incidents comply with arrangements for reporting security incidents to the Authority.
- 5.3.7 The Supplier's System must demonstrate procedures for secure destruction and decommissioning of assets.
- 5.3.8 Any changes to the Supplier's System must be made via the Change Control Procedure set out in Schedule 8 of the Contract.

SCHEDULE 13

Commercially Sensitive Information

Contract Reference	Information	Timescale for which it remains sensitive
Schedule 3 3BDS1	Paragraph 2 (Methodology for testing the booking service during the Transition Period), 4 (How the booking service will be accessible and usable by Commissioning Bodies), 5 (Key functions and capabilities), 6 (How we will manage booking service maintenance),	Six months after the earlier of the termination date and the expiry date.
Schedule 3 3BSD2	Paragraph 2 (Support during the transition period).	Six months after the earlier of the termination date and the expiry date.
Schedule 3 3BSD3	All references to “Qube”	Six months after the earlier of the termination date and the expiry date.
Schedule 3 - 3BDS4	Paragraph 1(What the website will look like and contain – up to “home page”).	Six months after the earlier of the termination date and the expiry date.
Schedule 3 3BDS4	References to meeting cyber essential requirements and Website hosting	Six months after the earlier of the termination date and the expiry date
Schedule 3 3BDS5	Paragraph 2 (Controls), 3, Data Security and Policy Plan	Six months after the earlier of the termination date and the expiry date.
Schedule 3 3BDS6	Paragraph 5, 9, 11, Business Continuity and Disaster Recovery (BCDR) Plan	Six months after the earlier of the termination date and the expiry date.
Schedule 3 3PR1	Reference to Ali Gordon	Six months after the earlier of the termination date and the expiry date.
Schedule 3 3PR1 (2)	Text ‘We also run presentations at key points of the year to students at UCLAN, University of Reading and Herriot Watt University and Deafness Cognition and Language Research Centre (DCAL) to promote the profession and ensure that Commissioning Bodies do, and will, receive the number and quality of NSLPs required to deliver the Services-.	Six months after the earlier of the termination date and the expiry date.
Schedule 3 3PR3	Paragraph 1 (Being aware of sensitivities and maintaining confidentiality)	Six months after the earlier of the termination date and the expiry date.

Schedule 3 3PR4	Paragraph 1. Improving standards of interpreting within the justice sector	Six months after the earlier of the termination date and the expiry date.
Schedule 3 3PR5	Paragraph 3. (Poor Performance NSLP Examples and remedial actions)	Six months after the earlier of the termination date and the expiry date.
Schedule 3 3SD1	Methodology for delivering face-to-face and remote non-spoken interpretation services	Six months after the earlier of the termination date and the expiry date.
Schedule 3 3SD1	Paragraph 1. Allocating Non Spoken Language Professionals (NSLPs).	Six months after the earlier of the termination date and the expiry date.
Schedule 3 3SD1	Paragraph 2. Ensuring National Coverage –remove map of locations and clients' names	Six months after the earlier of the termination date and the expiry date.
Schedule 3 - 3SD1	Paragraph 4. How services will be provided	Six months after the earlier of the termination date and the expiry date.
Schedule 3 -	paragraph 3. Engaging with Language Professionals to remove barriers leading to non-fulfilment	Six months after the earlier of the termination date and the expiry date.
Schedule 3 3SD4	Screenshots – please remove screenshots	Six months after the earlier of the termination date and the expiry date.
Schedule 3 3SD5	- Dealing with fluctuations; - Staff contingencies	Six months after the earlier of the termination date and the expiry date.
Schedule 3 3SD6	Quality manual, Employee Handbook	Six months after the earlier of the termination date and the expiry date.
Schedule 3 3SD7	All paragraphs	Six months after the earlier of the termination date and the expiry date.
Schedule 3 3MTC1	Paragraph 5 (Resource and Key Personnel), 9 (Supply chain dependencies) and Project plans, risk register and CVs	Six months after the earlier of the termination date and the expiry date.
Schedule 3 3MTC2	Project plan	Six months after the earlier of the termination date and the expiry date.
Schedule 3 3MTC3	CVs	Six months after the earlier of the termination date and the expiry date.

Schedule 3 3MTC4	Contract management methodology, 1.3.2 Managing KPIs, - CVs	Six months after the earlier of the termination date and the expiry date.
Schedule 3 LCF6	Whole response	Six months after the earlier of the termination date and the expiry date.
Schedule 7	All financial sums and percentages	Six months after the earlier of the termination date and the expiry date.
Schedule 12	Annex 1	Six months after the earlier of the termination date and the expiry date.

SCHEDULE 14

Register

Unique Reference Number	Name	Telephone Number	Mobile Number	Address	Post Code	Email Address	Gender	Level	Which work package the Language Professional provides services for	Language(s)	Qualifications in ref. to each Language	Experience (Sector and type of assignments)	Professional Membership(s)	Security Level (inc. issue and expiry date)	Hours of Language*	Past Assessment History

*Hours of Language – 100 – 200 hours; 200 – 300 hrs; 300 – 400 hrs; and 400+ hour

SCHEDULE 15

Key Personnel

Name of Key Personnel	Key Role	Responsibility / Authorities	Period which they will be a member of Key Personnel (indicative only)
REDACTED	Transition Manager	<p>Co-ordinate and manage all aspects</p> <p>Delivery meetings</p> <p>Contract Review meetings</p> <p>Revised Mobilisation and Transition Plan</p> <p>Supply team development</p> <p>Development of all ICT needs - booking service design, development and implementation as well as information security and integrity.</p> <p>Delivery of Mobilisation and Transition Plan with acceptance criteria.</p>	June 1 st 2016 until June 1 st 2017
REDACTED	Transition Team Member	<p>Support with above</p> <p>Operational planning</p>	As above
REDACTED	Account Management Team member	<p>Manage KPIs</p> <p>Oversee AM team</p> <p>Monitoring of KPIs</p> <p>Corrective Processes</p> <p>Contract review meetings</p> <p>Development of value chain for MoJ</p>	June 2016 until contract end
REDACTED	Exit Manager	<p>Co-ordinate and manage all aspects.</p> <p>Provide written reports on key milestones in the exit strategy.</p> <p>Attend Exit strategy team meetings</p>	12 months of exit period.

		<p>Produce reviews to report on standards and performance of Clarion UK against exit plan.</p> <p>Resolve strategic issues, and to discuss learning opportunities and outcomes.</p> <p>Attend governance meetings</p> <p>Manage the whole Exit strategy team. T</p>	
REDACTED	Exit Team Member	Support with above	12 months of exit period.

SCHEDULE 16

Staff Transfers

1. INTERPRETATION

- 1.1 Where a provision in this Schedule 16 imposes an obligation on the Supplier to provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Sub-contractors shall comply with such obligation and provide such indemnity, undertaking or warranty to the Authority, Former Supplier, Replacement Supplier or sub-contractor of a Replacement Supplier, as the case may be.

Part A

Transferring Former Supplier Employees at commencement of Services

1. RELEVANT TRANSFERS

- 1.1 The Authority 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 each such Transferring Former Supplier Employee.
- 1.2 The Authority shall procure that the 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 Authority shall procure that each Former Supplier makes, any necessary apportionments in respect of any periodic payments.

2. FORMER SUPPLIER INDEMNITIES

- 2.1 Subject to Paragraph 2.2, the Authority shall procure that each Former Supplier shall indemnify the 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:
- 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
 - (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 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 may be liable by virtue of this Agreement 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 Authority as a Transferring Former Supplier Employee claims, or it is determined in relation to any person who is not identified by the Authority as a Transferring Former Supplier Employee, that his/her contract of employment has been transferred from a Former Supplier to the Supplier pursuant to the Employment Regulations or the Acquired Rights Directive then:
- 2.3.1 the Supplier shall within five (5) Working Days of becoming aware of that fact, give notice in writing to the Authority and, where required by the Authority, 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 fifteen (15) Working Days of the notification by the Supplier 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 Authority, the Supplier shall immediately release the person from his/her employment or alleged employment.
- 2.5 If by the end of the fifteen (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 may within five (5) Working Days give notice to terminate the employment or alleged employment of such person.
- 2.6 Subject to the Supplier 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 Authority shall procure that the Former Supplier indemnifies the Supplier against all Employee Liabilities arising out of the termination pursuant to the provisions of Paragraph 2.5 provided that the Supplier 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 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 to the Authority and, if applicable, the Former Supplier, within 6 Months of the date of this Contract.
- 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 within the time scales set out in Paragraph 2.5, such person shall be treated as having transferred to the Supplier and the Supplier 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 Authority 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;

- 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 Authority 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.
- 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 Authority and/or at the Authority's direction, the Former Supplier, in writing such information as is necessary to enable the Authority and/or the Former Supplier to carry out their respective duties under regulation 13 of the Employment Regulations. The Authority shall procure that the Former Supplier shall promptly provide to the Supplier in writing such information as is necessary to enable the Supplier 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 Authority 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

to the extent that such requirements apply to the relevant Transferring Former Supplier Employee.

- 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 Change Control Procedure.

6. PROCUREMENT OBLIGATIONS

- 6.1 Notwithstanding any other provisions of this Part A, where in this Part A the Authority accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that the Authority's contract with the Former Supplier contains a contractual right in that regard which the Authority may enforce, or otherwise so that it requires only that the Authority must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

Part B

No transfer of employees of the Authority at commencement of Services

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Part C

Employment exit provisions

1. PRE-SERVICE TRANSFER OBLIGATIONS

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

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

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

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

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

1.3 The Authority shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or sub-contractor of a Replacement Supplier.

1.4 The Supplier warrants, for the benefit of the Authority, any Replacement Supplier, and any sub-contractor of a Replacement Supplier that all information provided pursuant to Paragraphs 1.1 and Paragraph 1.2 shall be true and accurate in all material respects at the time of providing the information.

1.5 From the date of the earliest event referred to in Paragraph 1.1.1, 1.1.2 and 1.1.3, the Supplier agrees, that it shall not, and agrees to procure that each Sub-contractor shall not, assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall not without the approval of the Authority (not to be unreasonably withheld or delayed):

- 1.5.1 replace or re-deploy any of the Supplier's Personnel listed on the Supplier's Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces;

- 1.5.2 make, promise, propose or permit any material changes to the terms and conditions of employment of the Supplier's Personnel (including any payments connected with the termination of employment);
- 1.5.3 increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier's Personnel save for fulfilling assignments and projects previously scheduled and agreed;
- 1.5.4 introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;
- 1.5.5 increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services); or
- 1.5.6 terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process,

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

- 1.6 During the Contract Period, the Supplier shall provide, and shall procure that each Sub-contractor shall provide, to the Authority any information the Authority may reasonably require relating to the manner in which the Services are organised, which shall include:

- 1.6.1 the numbers of employees engaged in providing the Services;
- 1.6.2 the percentage of time spent by each employee engaged in providing the Services; and
- 1.6.3 a description of the nature of the work undertaken by each employee by location.

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

- 1.7.1 the most recent Month's copy pay slip data;
- 1.7.2 details of cumulative pay for tax and pension purposes;
- 1.7.3 details of cumulative tax paid;
- 1.7.4 tax code;
- 1.7.5 details of any voluntary deductions from pay; and
- 1.7.6 bank/building society account details for payroll purposes.

2. EMPLOYMENT REGULATIONS EXIT PROVISIONS

- 2.1 The Authority and the Supplier acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of this Contract or otherwise) resulting in the Services being undertaken by a Replacement Supplier and/or a sub-contractor of a Replacement Supplier. Such change in the identity of the supplier of such services may constitute a Relevant Transfer to which the Employment Regulations and/or the Acquired Rights Directive will apply. The Authority and the Supplier further agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a sub-contractor of a Replacement Supplier (as the case may be) and each such Transferring Supplier Employee.
- 2.2 The Supplier shall, and shall procure that each Sub-contractor shall, comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date and shall perform and discharge, and procure that each Sub-contractor shall perform and discharge, all its obligations in respect of all the Transferring Supplier Employees arising in respect of the period up to (and including) the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the Sub-contractor (as appropriate); and (ii) the Replacement Supplier and/or sub-contractor of a Replacement Supplier.
- 2.3 Subject to Paragraph 2.4, the Supplier shall indemnify the Authority and/or the Replacement Supplier and/or any sub-contractor of a Replacement Supplier against any Employee Liabilities in respect of any Transferring Supplier Employee (or, where applicable any employee representative as defined in the Employment Regulations) arising from or as a result of:
- 2.3.1 any act or omission of the Supplier or any Sub-contractor whether occurring before, on or after the Service Transfer Date;
 - 2.3.2 the breach or non-observance by the Supplier or any Sub-contractor occurring on or before the Service Transfer Date of:
 - (a) any collective agreement applicable to the Transferring Supplier Employees; and/or
 - (b) any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees which the Supplier or any Sub-contractor is contractually bound to honour;
 - 2.3.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Supplier or a Sub-contractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;
 - 2.3.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (a) in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and before the Service Transfer Date; and

- (b) in relation to any employee who is not a Transferring Supplier Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier to the Authority and/or Replacement Supplier and/or any sub-contractor of a Replacement Supplier, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or before the Service Transfer Date;
- 2.3.5 a failure of the Supplier or any Sub-contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period up to (and including) the Service Transfer Date);
- 2.3.6 any claim made by or in respect of any person employed or formerly employed by the Supplier or any Sub-contractor other than a Transferring Supplier Employee for whom it is alleged the Authority and/or the Replacement Supplier and/or any sub-contractor of the Replacement Supplier may be liable by virtue of this Agreement and/or the Employment Regulations and/or the Acquired Rights Directive; and
- 2.3.7 any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Supplier or any Sub-contractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Authority and/or Replacement Supplier to comply with regulation 13(4) of the Employment Regulations.
- 2.4 The indemnities in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any sub-contractor of a Replacement Supplier occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities:
 - 2.4.1 arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement Supplier and/or any sub-contractor of a Replacement Supplier to occur in the period on or after the Service Transfer Date); or
 - 2.4.2 arising from the Replacement Supplier's failure, and/or sub-contractor of a Replacement Supplier's failure, to comply with its obligations under the Employment Regulations.
- 2.5 If any person who is not a Transferring Supplier Employee claims, or it is determined in relation to any person who is not a Transferring Supplier Employee, that his/her contract of employment has been transferred from the Supplier or any Sub-contractor to the Replacement Supplier pursuant to the Employment Regulations or the Acquired Rights Directive, then:
 - 2.5.1 the Authority shall procure that the Replacement Supplier shall, or any sub-contractor of a Replacement Supplier shall, within five (5) Working Days of becoming aware of that fact, give notice in writing to the Supplier; and
 - 2.5.2 the Supplier may offer (or may procure that a Sub-contractor may offer) employment to such person within fifteen (15) Working Days of the notification by the Replacement Supplier and/or any and/or sub-contractor of a Replacement Supplier or take such other reasonable steps as it considers appropriate to deal with the matter provided always that such steps are in compliance with Law.
- 2.6 If such offer is accepted, or if the situation has otherwise been resolved by the Supplier or a Sub-contractor, the Authority shall procure that the Replacement Supplier shall, or procure that the sub-contractor of a Replacement Supplier shall, immediately release or procure the release of the person from his/her employment or alleged employment.

2.7 If after the fifteen (15) Working Day period specified in Paragraph 2.5.2 has elapsed:

2.7.1 no such offer of employment has been made;

2.7.2 such offer has been made but not accepted; or

2.7.3 the situation has not otherwise been resolved

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

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

2.9 The indemnity in Paragraph 2.8:

2.9.1 shall not apply to:

(a) any claim for:

(i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or

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

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

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

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

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

2.11 The Supplier shall comply, and shall procure that each Sub-contractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Sub-contractor shall perform and discharge, all its obligations in respect of the Transferring Supplier Employees before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:

- 2.11.1 the Supplier and/or any Sub-contractor; and
 - 2.11.2 the Replacement Supplier and/or the sub-contractor of a Replacement Supplier.
- 2.12 The Supplier shall, and shall procure that each Sub-contractor shall, promptly provide to the Authority and any Replacement Supplier and/or sub-contractor of a Replacement Supplier, in writing such information as is necessary to enable the Authority, the Replacement Supplier and/or sub-contractor of a Replacement Supplier to carry out their respective duties under regulation 13 of the Employment Regulations. The Authority shall procure that the Replacement Supplier and/or sub-contractor of the Replacement Supplier, shall promptly provide to the Supplier and each Sub-contractor in writing such information as is necessary to enable the Supplier and each Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.
- 2.13 Subject to Paragraph 2.14, the Authority shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any sub-contractor of the Replacement Supplier and its sub-contractors against any Employee Liabilities in respect of each Transferring Supplier Employee (or, where applicable any employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee) arising from or as a result of:
- 2.13.1 any act or omission of the Replacement Supplier and/or sub-contractor of a Replacement Supplier;
 - 2.13.2 the breach or non-observance by the Replacement Supplier and/or sub-contractor of a Replacement Supplier on or after the Service Transfer Date of:
 - (a) any collective agreement applicable to the Transferring Supplier Employees; and/or
 - (b) any custom or practice in respect of any Transferring Supplier Employees which the Replacement Supplier and/or sub-contractor of a Replacement Supplier is contractually bound to honour;
 - 2.13.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Replacement Supplier and/or sub-contractor of a Replacement Supplier to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;
 - 2.13.4 any proposal by the Replacement Supplier and/or sub-contractor of a Replacement Supplier to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees on or after their transfer to the Replacement Supplier or sub-contractor of a Replacement Supplier (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;
 - 2.13.5 any statement communicated to or action undertaken by the Replacement Supplier or sub-contractor of a Replacement Supplier to, or in respect of, any Transferring Supplier Employee on or before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing;
 - 2.13.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

- (a) in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date; and
 - (b) in relation to any employee who is not a Transferring Supplier Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier or Sub-contractor, to the Replacement Supplier or sub-contractor of a Replacement Supplier to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date;
- 2.13.7 a failure of the Replacement Supplier or sub-contractor of a Replacement Supplier to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period from (and including) the Service Transfer Date; and
- 2.13.8 any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Replacement Supplier or sub-contractor of a Replacement Supplier in relation to obligations under regulation 13 of the Employment Regulations.
- 2.14 The indemnities in Paragraph 2.13 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Sub-contractor (as applicable) whether occurring or having its origin before, on or after the Relevant Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Sub-contractor (as applicable) to comply with its obligations under the Employment Regulations.

SCHEDULE 17

Approved Sub-contractors

Company Name	Company number	Registered office address
Cambridge Online Systems Limited	1381717	1000 Cambridge Research Park, Waterbeach, Cambridge, CB25 9PD
QUBE Managed Services Limited	6215769	4th Floor 260-266 Goswell Road, London EC1V 7EB
Remote Interpreting Ltd	08469934	296 Birchfield Road, Redditch B97 4LZ
Cambridge HR Solutions Limited	10041279	7 Parkway, Shudy Camps, Cambridge, CB21 4RQ
High Peaks Projects Limited	05200537	Wood House, Swallow House Lane, Hayfield, High Peak, Derbyshire, SK22 2HB

SCHEDULE 18

Market Stewardship Principles

Introduction

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

Each of the principles is set out in this Schedule 18 together with guidance as to how the Supplier should respond to its obligations against each of the principles.

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

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

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

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

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

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

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

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

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

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

2. ALIGNMENT OF ETHOS IN THE SUPPLY CHAIN

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

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

3. VISIBILITY ACROSS THE SUPPLY CHAIN:

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

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

4. REWARD AND RECOGNITION OF GOOD PERFORMANCE

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

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

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

SCHEDULE 19

Business Continuity and Disaster Recovery

1. PURPOSE

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

2. BCDR PLAN

- 2.1 Within twenty (20) Working Days from the Commencement Date the Supplier shall prepare and deliver to the Authority for the Authority's Approval a plan, which shall detail the processes and arrangements that the Supplier shall follow to:

2.1.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Services; and

2.1.2 the recovery of the Services in the event of a Disaster,

(the **BCDR Plan**)

- 2.2 The BCDR Plan shall be divided into three parts:

2.2.1 Part A which shall set out general principles applicable to the BCDR Plan;

2.2.2 Part B which shall relate to business continuity (the **Business Continuity Plan**); and

2.2.3 Part C which shall relate to disaster recovery (the **Disaster Recovery Plan**); and

which shall, unless otherwise required by the Authority in writing, be based upon and be consistent with the provisions of Paragraphs 3, 4 and 5 of this Schedule 19.

- 2.3 The Supplier shall ensure that the BCDR Plan incorporates business continuity and disaster recovery plans and procedures in respect of all components of the Services including those provided by Sub-contractors.

- 2.4 Following receipt of the draft BCDR Plan from the Supplier, the Authority shall:

2.4.1 review and comment on the draft BCDR Plan as soon as reasonably practicable; and

2.4.2 notify the Supplier in writing that it approves or rejects the draft BCDR Plan no later than twenty (20) Working Days after the date on which the draft BCDR Plan is first delivered to the Authority.

- 2.5 If the Authority rejects the draft BCDR Plan:

2.5.1 the Authority shall inform the Supplier in writing of its reasons for its rejection; and

2.5.2 the Supplier shall then revise the draft BCDR Plan (taking reasonable account of the Authority's comments) and shall re-submit a revised draft BCDR Plan to the Authority for the Authority's approval within twenty (20) Working Days of the date of the Authority's notice of rejection. The provisions of Paragraph 2.4 and this Paragraph 2.5 shall apply again to any resubmitted draft BCDR Plan, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.

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

3.1 Part A of the BCDR Plan shall:

- 3.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
- 3.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the operation of the Services and any services provided to the Authority by Other Suppliers;
- 3.1.3 contain an obligation upon the Supplier to liaise with the Authority and (at the Authority's request) any Other Suppliers with respect to issues concerning business continuity and disaster recovery where applicable;
- 3.1.4 detail how the BCDR Plan links and interoperates with any overarching and/or connected disaster recovery or business continuity plan of the Authority and any of its Other Suppliers in each case as notified to the Supplier by the Authority from time to time;
- 3.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multi-channels (including but without limitation a web-site (with FAQs), e-mail, phone and fax) for both portable and desk top configurations, where required by the Authority;
- 3.1.6 contain a risk analysis, including:
 - (a) failure or disruption scenarios and assessments and estimates of frequency of occurrence;
 - (b) identification of any single points of failure within the Services and processes for managing the risks arising therefrom;
 - (c) identification of risks arising from the interaction of the Services with the services provided by a Other Suppliers; and
 - (d) a business impact analysis (detailing the impact on business processes and operations) of different anticipated failures or disruptions;
- 3.1.7 provide for documentation of processes, including business processes, and procedures;
- 3.1.8 set out key contact details (including roles and responsibilities) for the Supplier (and any Sub-contractors) and for the Authority;
- 3.1.9 identify the procedures for reverting to "normal service";
- 3.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to ensure that there is no data loss and to preserve data integrity;
- 3.1.11 identify the responsibilities (if any) that the Authority has agreed it will assume in the event of the invocation of the BCDR Plan; and
- 3.1.12 provide for the provision of technical advice and assistance to key contacts at the Authority as notified by the Authority from time to time to inform decisions in support of the Authority's business continuity plans.

3.2 The BCDR Plan shall be designed so as to ensure that:

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

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

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

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

- 5.1 The Disaster Recovery Plan shall be designed so as to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Authority supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.
- 5.2 The Disaster Recovery Plan shall be invoked only upon the occurrence of a Disaster.
- 5.3 The Disaster Recovery Plan shall include the following:

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

6. REVIEW AND AMENDMENT OF THE BCDR PLAN

- 6.1 The Supplier shall review part or all of the BCDR Plan (and the risk analysis on which it is based):
 - 6.1.1 on a regular basis and as a minimum once every six (6) Months;
 - 6.1.2 within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 8; and
 - 6.1.3 where the Authority requests any additional reviews (over and above those provided for in Paragraphs 6.1.1 and 6.1.2) by notifying the Supplier to such effect in writing, whereupon the Supplier shall conduct such reviews in accordance with the Authority's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Authority for the Authority's approval. The costs of both Parties of any such additional reviews shall be met by the Authority

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

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

7. TESTING OF THE BCDR PLAN

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

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

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

8. INVOCATION OF THE BCDR PLAN

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