

Award Form
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Award Form

relating to Opening School Facilities

1 AWARD FORM

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



1.	Buyer	The Secretary of State for Education, Department for Education Its offices are on: Sanctuary Buildings, Great Smith Street, London, SW1 3BT
2.	Supplier	<p>Name: Active Partnerships</p> <p>Address: Sport Park Loughborough University 3 Oakwood Drive Loughborough Leicestershire LE11 3QF</p> <p>Registration number: 07800542</p> <p>SID4GOV ID: Not applicable</p>
3.	Contract	<p>This Contract is between the Buyer and the Supplier and is for the provision of Services.</p> <p>This opportunity was advertised in the Contract Notice in Find A Tender, reference 2022/S 000-012308 (FTS Contract Notice).</p>
4.	Contract reference	con_17914
5.	Services	See Schedule 2 (Specification) for further details.
6.	Buyer Cause	<p>A failure to achieve any of the following shall amount to a Buyer Cause:</p> <ul style="list-style-type: none"> Approval in writing (within five (5) Working Days of the Effective Date) of data sets to be collected and evaluation criteria to be used; or Payment of the Payment to Schools in line with the provisions of Paragraph 4.9 of Schedule 3 (Charges).
7.	Collaborative working principles	<p>The Collaborative Working Principles apply to this Contract.</p> <p>See Clause 3.1.2 for further details.</p>

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8.	Financial Transparency Objectives	The Financial Transparency Objectives apply to this Contract. See Clause 6.3 for further details.
9.	Start Date	1 November 2022.
10.	Expiry Date	31 March 2025.
11.	Extension Period	Not applicable.
12.	Ending this Contract without a reason	The Buyer shall be able to terminate this Contract in accordance with Clause 14.1 (Ending this Contract without a reason).
13.	Incorporated Terms	<p>The following documents are incorporated into this Contract. If the documents conflict, the following order of precedence applies:</p> <ul style="list-style-type: none"> a) This Award Form b) Any Special Terms (see Section 14 (Special Terms) in this Award Form) c) Core Terms d) Schedule 1 (Definitions) e) Schedule 6 (Transparency Reports) f) Schedule 20 (Processing Data) g) The following Schedules (in equal order of precedence): <ul style="list-style-type: none"> a. Schedule 2 (Specification) b. Schedule 3 (Charges) c. Schedule 5 (Commercially Sensitive Information) d. Schedule 7 (Staff Transfer) e. Schedule 8 (Implementation Plan) f. Schedule 10 (Service Levels) g. Schedule 11 (Continuous Improvement) h. Schedule 13 (Contract Management) i. Schedule 14 (Business Continuity and Disaster Recovery) j. Schedule 16 (Security) k. Schedule 19 (Cyber Essentials Scheme) l. Schedule 21 (Variation Form) m. Schedule 22 (Insurance Requirements) n. Schedule 24 (Financial Difficulties) o. Schedule 25 (Rectification Plan)

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		<p>p. Schedule 26 (Sustainability)</p> <p>q. Schedule 27 (Key Subcontractors)</p> <p>r. Schedule 29 (Key Supplier Staff)</p> <p>s. Schedule 30 (Exit Management)</p> <p>t. Schedule 32 (Background Checks)</p> <p>u. Schedule 36 (Intellectual Property Rights); then</p> <p>h) Schedule 4 (Tender) (save to the extent that it is inconsistent with the Specification or this Contract); then</p> <p>i) The following schedules:</p> <p>a. Schedule 9 (Installation Works - NOT USED)</p> <p>b. Schedule 12 (Benchmarking - NOT USED)</p> <p>c. Schedule 15 (Minimum Standards of Reliability - NOT USED)</p> <p>d. Schedule 17 (Service Recipients - NOT USED)</p> <p>e. Schedule 18 (Supply Chain Visibility - NOT USED)</p> <p>f. Schedule 23 (Guarantee - NOT USED)</p> <p>g. Schedule 28 (ICT Services - NOT USED)</p> <p>h. Schedule 31 (Buyer Specific Terms - NOT USED)</p> <p>i. Schedule 33 (Scottish Law - NOT USED)</p> <p>j. Schedule 34 (Northern Ireland Law - NOT USED)</p> <p>k. Schedule 35 (Lease Terms - NOT USED)</p> <p>l. Schedule 37 (Corporate Resolution Planning - NOT USED)</p> <p>together these documents form ("the Contract").</p>
14.	Special Terms	<p>Special Term 1 - Generating income from opening facilities</p> <p>The Supplier must consult with the Buyer Contract Manager if it wants to charge a fee to a third party for any activities delivered pursuant to this Contract. Any charges must be in accordance with HM Treasury guidelines on fees and charges.</p> <p>Any charges for participants to use the Schools' facilities must not deter participants from hard-to-reach groups such as low-income households in accessing the facilities offering physical activity.</p> <p>For generated income to be considered, the Supplier will need to present to the Buyer Contract Manager how the money generated can support the facility opening beyond its usual hours to become a self-sustainable operating model.</p>

		Special Term 2 – Client Premium Account By 6 March 2023, the Supplier shall set up and hold a client premium bank account with Barclays Bank plc to be used solely for the purpose of receiving and paying Payments to Schools, such monies to be held on trust by the Supplier for the Buyer – the details are set out in Paragraphs 4.4 and 4.5 of Schedule 3 (Charges).
15.	Sustainability	The Supplier agrees, in providing the Services and performing its obligations under this Contract, that it will comply with Schedule 26 (Sustainability).
16.	Buyer's Environmental Policy	 CT196 - Environmental Polic  Sustainability and climate change_ a st
17.	Social Value Commitment	The Supplier agrees, in providing the Services and performing its obligations under this Contract, to deliver the Social Value outcomes and to report on the Service Level relating to the Social Value outcomes as required by Schedule 10 (Service Levels).
18.	Commercially Sensitive Information	As set out in Schedule 5 (Commercially Sensitive Information).
19.	Charges	Details in Schedule 3 (Charges).
20.	Reimbursable expenses	None.
21.	Payment method	As set out in Clause 4 (Pricing and Payments) of the Core Terms and Schedule 3 (Charges).
22.	Service Levels	As set out in Schedule 10 (Service Levels).
23.	Insurance	Details in Annex of Schedule 22 (Insurance Requirements).
24.	Liability	As set out in Clause 15 (How much you can be held responsible for).
25.	Cyber Essentials Certification	Cyber Essentials Scheme Basic Certificate. Details in Schedule 19 (Cyber Essentials Scheme).

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26.	Guarantee	Not applicable.
27.	Virtual Library	Not applicable.
28.	Supplier Contract Manager	<div style="background-color: black; width: 100px; height: 1.2em; margin-bottom: 5px;"></div> Active Partnerships, National Team Chief Executive Officer <div style="background-color: black; width: 600px; height: 1.2em; margin-top: 5px;"></div>
29.	Supplier Authorised Representative	<div style="background-color: black; width: 640px; height: 60px; margin-bottom: 5px;"></div> Active Partnerships, National Programme Lead <i>[Insert email address]</i> <i>[Insert phone number]</i>
30.	Supplier Compliance Officer	<div style="background-color: black; width: 640px; height: 60px; margin-bottom: 5px;"></div> Active Partnerships, National Programme Lead <i>[Insert email address]</i> <i>[Insert phone number]</i>
31.	Supplier Data Protection Officer	As set out in Annex 1 (Processing Personal Data) to Schedule 20 (Processing Data).
32.	Key Subcontractors	Key Subcontractor 1 Name (Registered name if registered): Youth Sport Trust Registration number (if registered): 04180163 Role of Subcontractor: Responsible for business development with schools participating in OSF and supporting with youth voice. Key Subcontractor 2 Name (Registered name if registered): ukactive Registration number (if registered): 02589238 Role of Subcontractor: Responsible for monitoring, evaluation and the delivery of qualitative research across OSF.

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		Key Subcontractor 3 Name (Registered name if registered): StreetGames UK Registration number (if registered): 05384487 Role of Subcontractor: Using targeted delivery to encourage youth engagement with OSF.
33.	Buyer Contract Manager <div style="background-color: black; width: 150px; height: 20px; margin-top: 10px;"></div> Policy Lead Life Skills Division <div style="background-color: black; width: 250px; height: 40px; margin-top: 10px;"></div>	

2 EXECUTION

- 2.1 This Award Form must be agreed and signed by both Parties.
- 2.2 This Award Form may be executed in any number of counterparts, each of which when executed shall constitute an original of this Award Form, but all the counterparts together constitute the same Award Form. No counterpart shall be effective until each Party has executed at least one counterpart.

IN WITNESS OF THE ABOVE this Award Form has been duly executed by the Parties on the dates set out below:

For and on behalf of the Supplier:		
Signature:	<div style="background-color: black; width: 150px; height: 30px;"></div>	
Name:	<div style="background-color: black; width: 150px; height: 30px;"></div>	
Role:	Chief Executive Officer	
Date:	20 January 2023 12:03:10 GMT	
For and on behalf of the Buyer:		
Signature:	<div style="background-color: black; width: 150px; height: 30px;"></div>	
Name:	<div style="background-color: black; width: 150px; height: 30px;"></div>	

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Role:	Deputy Director Operations and Infrastructure Commercial Category
Date:	20 January 2023

Core Terms

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1. Definitions used in this Contract

1.1. Interpret this Contract using Schedule 1 (Definitions).

2. When this Contract starts, how long it lasts and how this Contract works

- 2.1 This Contract is between the Supplier and the Buyer.
- 2.2 This Contract takes effect on the Start Date and shall, subject to earlier termination under Clause 14 or if required by Law, end on the End Date, save that, where applicable, Termination Assistance may be provided by the Supplier beyond the End Date but no later than the end of the Termination Assistance Period.
- 2.3 The Supplier and the Buyer entered into a letter of intent (signed by the Supplier on 7 December 2022) (the "**Letter of Intent**") which governed the Supplier's commitment of resources and costs for the period from the Start Date to the Effective Date. The Supplier and the Buyer agree that the Letter of Intent is hereby subsumed into this Contract and that the actions, rights and obligations of the Parties between the Start Date and the Effective Date are subject to the terms and conditions of this Contract in place of the Letter of Intent.
- 2.4 The Supplier acknowledges it has all the information required to perform its obligations under this Contract before entering into it. When information is provided by the Buyer, no warranty of its accuracy is given to the Supplier.
- 2.5 The Supplier acknowledges that it has satisfied itself of all details relating to:
- 2.5.1 the Buyer's requirements for the Services;
 - 2.5.2 the Buyer's operating processes and working methods; and
 - 2.5.3 the ownership and fitness for purpose of the Buyer Assets,
- and it has advised the Buyer in writing of:
- 2.5.4 each aspect, if any, of the Buyer's requirements for the Services, operating processes and working methods, and the ownership and fitness for purpose of the Buyer Assets that is not suitable for the Supplier's provision of the Services;
 - 2.5.5 the actions needed to remedy each such unsuitable aspect; and
 - 2.5.6 a timetable for and, to the extent that such Costs are to be payable to the Supplier, the Costs of those actions,
- and such actions, timetable and Costs are fully reflected in this Contract.
- 2.6 The Supplier won't be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:
- 2.6.1 verify the accuracy of the Due Diligence Information; or

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- 2.6.2 properly perform its own adequate checks.
- 2.7 The Buyer will not be liable for errors, omissions or misrepresentation of any information provided to the Supplier, including the Due Diligence Information.
- 2.8 The Supplier warrants and represents that all statements made and documents submitted as part of the procurement of the Services are and remain true and accurate.

3. What needs to be provided by the Supplier

3.1 General obligations

3.1.1 The Supplier must provide the Services:

- a) in compliance with the Specification and this Contract;
- b) using reasonable skill and care;
- c) using Good Industry Practice;
- d) using its own policies, processes and internal quality control measures as long as they don't conflict with this Contract;
- e) in compliance with Law;
- f) in compliance with the Tender Response (save to the extent that it is inconsistent with the Specification or this Contract); and
- g) such that neither it nor its Affiliates shall embarrass or bring the Buyer into disrepute or diminish the public trust in the Buyer.

3.1.2 Where the Award Form states that the collaborative working principles will apply, the Supplier must co-operate and provide reasonable assistance to any Buyer Third Party notified to the Supplier by the Buyer from time to time and act at all times in accordance with the following principles:

- a) proactively leading on, mitigating and contributing to the resolution of problems or issues irrespective of its contractual obligations, acting in accordance with the principle of "fix first, settle later";
- b) being open, transparent and responsive in sharing relevant and accurate information with Buyer Third Parties;
- c) where reasonable, adopting common working practices, terminology, standards and technology and a collaborative approach to service development and resourcing with Buyer Third Parties;
- d) providing reasonable cooperation, support, information and assistance to Buyer Third Parties in a proactive, transparent and open way and in a spirit of trust and mutual confidence; and

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- e) identifying, implementing and capitalising on opportunities to improve deliverables and deliver better solutions and performance throughout the relationship lifecycle,

together the "**Collaborative Working Principles**".

3.2 Services clauses

- 3.2.1 The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the provision of the Services and ensure that Supplier Staff comply with any reasonable instructions of the Buyer or third party suppliers.
- 3.2.2 The Supplier must at its own risk and expense provide all Supplier Equipment required to provide the Services.
- 3.2.3 The Supplier must allocate sufficient resources and appropriate expertise to this Contract.
- 3.2.4 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.
- 3.2.5 The Buyer is entitled to withhold payment for partially delivered or undelivered Services, but doing so does not stop it from using its other rights under this Contract.
- 3.2.6 The Supplier shall not be entitled to any relief from its obligations under the Service Levels, or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Contract.

4. Pricing and payments

- 4.1 In exchange for the Services, the Supplier must invoice the Buyer for the Charges.
- 4.2 All Charges:
 - 4.2.1 exclude VAT, which is payable on provision of a valid VAT invoice; and
 - 4.2.2 include all Costs connected with the provision of the Services.
- 4.3 The Buyer must pay the Supplier the Charges within thirty (30) days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Award Form. The Buyer shall use all reasonable endeavours to pay the Charges in line with the UK Government's Prompt Payment Policy.
- 4.4 A Supplier invoice is only valid if it includes:
 - 4.4.1 all appropriate references including the Contract reference number and other details reasonably requested by the Buyer; and
 - 4.4.2 a detailed breakdown of the Costs incurred.

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- 4.5 The Buyer may retain or set-off payment of any amount owed to it by the Supplier under this Contract or any other agreement between the Supplier and the Buyer if notice and reasons are provided.
- 4.6 The Supplier must ensure that all Subcontractors are paid, in full, within thirty (30) days of receipt of a valid, undisputed invoice. If this does not happen, the Buyer can publish the details of the late payment or non-payment.
- 4.7 The Supplier has no right of set-off, counterclaim, discount or abatement unless ordered to do so by a court.

5. The Buyer's obligations to the Supplier

- 5.1 If Supplier Non-Performance arises from a Buyer Cause:
 - 5.1.1 the Buyer cannot terminate this Contract under Clause 14.2.1 as a consequence of that Supplier Non-Performance;
 - 5.1.2 the Supplier is entitled to reasonable and proven additional expenses and to relief from liability and Deductions under this Contract; and
 - 5.1.3 the Supplier cannot suspend the ongoing supply of Services as a consequence of that Supplier Non-Performance.
- 5.2 Clause 5.1 only applies if the Supplier:
 - 5.2.1 gives notice to the Buyer of the Buyer Cause within ten (10) Working Days of becoming aware of the Buyer Cause;
 - 5.2.2 demonstrates that the Supplier Non-Performance only happened because of the Buyer Cause; and
 - 5.2.3 uses reasonable endeavours to mitigate the impact of the Buyer Cause.

6. Contract management, record keeping and reporting

- 6.1 The Parties shall comply with the provisions of Schedule 13 (Contract Management) in relation to the monitoring and reporting of the Supplier's performance of the Services and the management and governance of this Contract.
- 6.2 The Supplier must keep and maintain full and accurate records and accounts in respect of this Contract during the Contract Period and for seven (7) years after the End Date, or, if applicable, the end of the Termination Assistance Period (whichever is later), and in accordance with the UK GDPR or the EU GDPR as the context requires, including the records and accounts which the Buyer has a right to Audit.
- 6.3 Where the Award Form states that the Financial Transparency Objectives apply, the Supplier must co-operate with the Buyer to achieve the Financial Transparency Objectives and, to this end, will provide the information set out in

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- the Performance Monitoring Reports on a Monthly basis in accordance with the provisions of Schedule 10 (Service Levels).
- 6.4 If the Supplier becomes aware of an event that has occurred or is likely to occur in the future which will have a material effect on the:
- 6.4.1 Supplier's currently incurred or forecast future Costs; or
 - 6.4.2 forecast Charges for the remainder of this Contract,
- then, subject to the parameters set out in Annex 1 to Schedule 3 (Charges), the Supplier must notify the Buyer in writing as soon as practicable setting out the actual or anticipated effect of the event.
- 6.5 The Supplier must allow any Auditor access to its premises and the Buyer will use reasonable endeavours to ensure that any Auditor:
- 6.5.1 complies with the Supplier's operating procedures; and
 - 6.5.2 does not unreasonably disrupt the Supplier or its provision of the Services.
- 6.6 During an Audit, the Supplier must provide information to the Auditor and reasonable co-operation at their request including access to:
- 6.6.1 all information within the permitted scope of the Audit;
 - 6.6.2 any Sites, Supplier Equipment and the Supplier's ICT system used in the performance of this Contract; and
 - 6.6.3 the Supplier Staff.
- 6.7 The Parties will bear their own costs when an Audit is undertaken unless the Audit identifies a material Default by the Supplier, in which case the Supplier will repay the Buyer's reasonable costs in connection with the Audit.
- 6.8 The Supplier must comply with the Buyer's reasonable instructions following an Audit, including:
- 6.8.1 correcting any identified Default;
 - 6.8.2 rectifying any error identified in any relevant Performance Monitoring Report(s); and
 - 6.8.3 repaying any Charges that the Buyer has overpaid.
- 6.9 If the Supplier is not providing any of the Services, or is unable to provide them, it must immediately:
- 6.9.1 tell the Buyer and give reasons;
 - 6.9.2 propose corrective action; and
 - 6.9.3 provide a deadline for completing the corrective action.
- 6.10 Except where an Audit is imposed on the Buyer by a regulatory body or where the Buyer has reasonable grounds for believing that the Supplier has not complied with its obligations under this Contract, the Buyer may not conduct an

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Audit of the Supplier or of the same Key Subcontractor more than once in any Contract Year.

7. Supplier Staff

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

8. Supply chain

8.1 Appointing Subcontractors

- 8.1.1 The Supplier must exercise due skill and care when it selects and appoints Subcontractors to ensure that the Supplier is able to:
 - a) manage Subcontractors in accordance with Good Industry Practice;
 - b) comply with its obligations under this Contract; and
 - c) assign, novate or transfer its rights and/or obligations under any Key Sub-Contract with a Key Subcontractor that relates exclusively to this Contract to the Buyer or a Replacement Supplier.

8.2 Mandatory provisions in Sub-Contracts

- 8.2.1 The Supplier will ensure that all Sub-Contracts in the Supplier's supply chain entered into after the Effective Date wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract contain provisions that:
 - a) allow the Supplier to terminate the Sub-Contract if the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law;

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- b) require the Supplier to pay all Subcontractors in full, within thirty (30) days of receiving a valid, undisputed invoice; and
- c) allow the Buyer to publish the details of the late payment or non-payment if this 30-day limit is exceeded.

8.2.2 The Supplier will take reasonable endeavours to ensure that all Sub-Contracts in the Supplier's supply chain entered into before the Effective Date but made wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract contain provisions that:

- a) allow the Supplier to terminate the Sub-Contract if the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law;
- b) require the Supplier to pay all Subcontractors in full, within thirty (30) days of receiving a valid, undisputed invoice; and
- c) allow the Buyer to publish the details of the late payment or non-payment if this 30-day limit is exceeded.

8.3 **When Key Sub-Contracts can be ended**

8.3.1 At the Buyer's request, the Supplier must terminate any Key Sub-Contracts in any of the following events:

- a) there is a Change of Control of a Key Subcontractor which isn't Approved;
- b) the acts or omissions of the Key Subcontractor have caused or materially contributed to a right of termination under Clause 14.2;
- c) a Key Subcontractor or its Affiliates embarrass or bring into disrepute or diminish the public trust in the Buyer;
- d) the Key Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law; and/or
- e) the Buyer has found grounds to exclude the Key Subcontractor in accordance with Regulation 57 of the Public Contracts Regulations 2015.

8.4 **Ongoing responsibility of the Supplier**

8.4.1 The Supplier is responsible for all acts and omissions of its Subcontractors and those employed or engaged by them as if they were its own.

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9. Rights and protection

- 9.1 The Supplier warrants and represents that:
 - 9.1.1 it has full capacity and authority to enter into and to perform this Contract;
 - 9.1.2 this Contract is executed by its authorised representative;
 - 9.1.3 it is a legally valid and existing organisation incorporated in the place it was formed;
 - 9.1.4 there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform this Contract;
 - 9.1.5 all necessary rights, authorisations, licences and consents (including in relation to IPRs) are in place to enable the Supplier to perform its obligations under this Contract and for the Buyer to receive the Services;
 - 9.1.6 it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform this Contract;
 - 9.1.7 it is not impacted by an Insolvency Event or a Financial Distress Event; and
 - 9.1.8 neither it nor, to the best of its knowledge, the Supplier Staff have committed a Prohibited Act prior to the Start Date or been subject to an investigation relating to a Prohibited Act.
- 9.2 The warranties and representations in Clauses 2.8 and 9.1 are repeated by the Supplier on each of the Effective Date and the Start Date by reference to the facts then existing.
- 9.3 The Supplier indemnifies the Buyer against each of the following:
 - 9.3.1 wilful misconduct of the Supplier, a Subcontractor, or any Supplier Staff that impacts this Contract; and
 - 9.3.2 non-payment by the Supplier of any tax or National Insurance.
- 9.4 All claims indemnified under this Contract must use Clause 30.
- 9.5 The Buyer can terminate this Contract for breach of any warranty or indemnity in accordance with Clause 14.2.1g).
- 9.6 If the Supplier becomes aware of a representation or warranty that would be untrue or misleading on any future date by reference to new facts then existing, it must immediately notify the Buyer.

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10. Intellectual Property Rights (IPRs)

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

11. Rectifying issues

- 11.1 Where the Buyer becomes aware that there is a Notifiable Default, the Buyer shall be entitled to request that the Supplier provides a Rectification Plan within ten (10) Working Days of the Buyer's request together with any additional Documentation that the Buyer requires.
- 11.2 If there is a Notifiable Default, the Supplier must notify the Buyer within three (3) Working Days of the Supplier becoming aware of the Notifiable Default and the Buyer may request that the Supplier provide a Rectification Plan within ten (10) Working Days of the Buyer's request together with any additional Documentation that the Buyer requires.
- 11.3 When the Buyer receives a requested Rectification Plan pursuant to either clause 11.1 or 11.2 it can either:
 - 11.3.1 reject the Rectification Plan or revised Rectification Plan giving reasons; or
 - 11.3.2 accept the Rectification Plan or revised Rectification Plan (without limiting its rights) in which case the Supplier must immediately start work on the actions in the Rectification Plan at its own expense.
- 11.4 Where the Rectification Plan or revised Rectification Plan is rejected, the Buyer:
 - 11.4.1 will give reasonable grounds for its decision; and

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- 11.4.2 may request that the Supplier provides a revised Rectification Plan within five (5) Working Days.

12. Escalating issues

- 12.1 If the Supplier fails to:
 - 12.1.1 submit a Rectification Plan or a revised Rectification Plan within the timescales set out in Clauses 11.1, 11.2 or 11.4; or
 - 12.1.2 adhere to the timescales set out in an accepted Rectification Plan to resolve the Notifiable Default; or
 - 12.1.3 if the Buyer otherwise rejects a Rectification Plan,the Buyer can require the Supplier to attend an Escalation Meeting on not less than five (5) Working Days' notice. The Buyer will (acting reasonably) determine the location, time and duration of the Escalation Meeting(s) and the Supplier must ensure that the Supplier Authorised Representative (or suitable nominated alternative) is available to attend.
- 12.2 The Escalation Meeting(s) will continue until the Buyer is satisfied that the Notifiable Default has been resolved, however, where an Escalation Meeting(s) has continued for more than five (5) Working Days, either Party may treat the matter as a Dispute to be handled through the Dispute Resolution Procedure.
- 12.3 If the Supplier is in Default of any of its obligations under this Clause 12, the Buyer shall be entitled to terminate this Contract pursuant to Clause 14.2.1.

13. Step-in rights

- 13.1 If a Step-In Trigger Event occurs, the Buyer may give notice to the Supplier that it will be taking action in accordance with this Clause 13.1 and setting out:
 - 13.1.1 whether it will be taking action itself or with the assistance of a third party;
 - 13.1.2 what Required Action the Buyer will take during the Step-In Process;
 - 13.1.3 when the Required Action will begin and how long it will continue for;
 - 13.1.4 whether the Buyer will require access to the Sites; and
 - 13.1.5 what impact the Buyer anticipates that the Required Action will have on the Supplier's obligations to provide the Services.
- 13.2 For as long as the Required Action is taking place:
 - 13.2.1 the Supplier will not have to provide the Services that are the subject of the Required Action;
 - 13.2.2 no Deductions will be applicable in respect of Charges relating to the Services that are the subject of the Required Action; and

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- 13.2.3 the Buyer will pay the Charges to the Supplier after subtracting any applicable Deductions and the Buyer's costs of taking the Required Action.
- 13.3 The Buyer will give notice to the Supplier before it ceases to exercise its rights under the Step-In Process and within twenty (20) Working Days of this notice the Supplier will develop a draft Step-Out Plan for the Buyer to Approve.
- 13.4 If the Buyer does not Approve the draft Step-Out Plan, the Buyer will give reasons and the Supplier will revise the draft Step-Out Plan and re-submit it for Approval.
- 13.5 The Supplier shall bear its own costs in connection with any step-in by the Buyer under this Clause 13, provided that the Buyer shall reimburse the Supplier's reasonable additional expenses incurred directly as a result of any step-in action taken by the Buyer under:
 - 13.5.1 limbs (f) or (g) of the definition of a Step-In Trigger Event; or
 - 13.5.2 limbs (h) and (i) of the definition of a Step-in Trigger Event (insofar as the primary cause of the Buyer serving a notice under Clause 13.1 is identified as not being the result of the Supplier's Default).

14. Ending this Contract

14.1 Buyer right to end this Contract without a reason

The Buyer has the right to terminate this Contract at any time without reason or liability to the Supplier by giving the Supplier not less than ninety (90) days' written notice and if so terminated then Clauses 14.4.1 and 14.4.3 shall apply. Where this Contract is terminated pursuant to this Clause 14.1, and if funding for the Services and Payments to Schools continues to be available to the Buyer, the Buyer shall at its option:

- 14.1.1 extend the period of the notice so that it takes effect at the end of the Contract Year in which notice is served; or
- 14.1.2 commit to take over and make such Payments to Schools itself (or via a Replacement Supplier) to the end of the relevant Contract Year in line with the agreed School action plans.

14.2 Other reasons the Buyer can end this Contract

14.2.1 If any of the following events happen, the Buyer has the right to immediately terminate this Contract by issuing a Termination Notice to the Supplier:

- a) there's a Supplier Insolvency Event;
- b) the Supplier fails to notify the Buyer in writing of any Occasion of Tax Non-Compliance;

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- c) there's a Notifiable Default that is not corrected in line with an accepted Rectification Plan;
- d) the Buyer rejects a Rectification Plan or the Supplier does not provide it within twenty (20) Working Days of the request;
- e) there's any material Default of this Contract;
- f) a Default occurs and then continues to occur on one or more occasions within six (6) Months following the Buyer serving a warning notice on the Supplier that it may terminate for persistent breach of this Contract;
- g) there's a Default of Clauses 2.8, 3.1.1g), 9.1, 10, 12, 18, 19, 31 or 36 or a Default of Schedule 19 (Cyber Essentials) or Schedule 36 (Intellectual Property Rights) relating to this Contract;
- h) the performance of the Supplier causes a Critical Service Level Failure to occur;
- i) there's a Change of Control of the Supplier which isn't Approved;
- j) the Buyer discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time this Contract was awarded; or
- k) the Supplier fails to comply with its legal obligations in the fields of environmental, social, equality or employment Law when providing the Services.

14.2.2 The Buyer also has the right to terminate this Contract in accordance with Clauses 9.5 and 24.3 and Paragraph 5 of Schedule 24 (Financial Difficulties).

14.2.3 If any of the events in 73 (1) (a) or (b) of the Regulations happen, the Buyer has the right to immediately terminate this Contract and Clause 14.4.3 shall apply.

14.3 **When the Supplier can end this Contract**

14.3.1 The Supplier can issue a Reminder Notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate this Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 20% of the total Charges for the relevant Contract Year to which the invoice relates within thirty (30) days of the date of the Reminder Notice.

14.3.2 The Supplier also has the right to terminate this Contract in accordance with Clauses 24.3 (Force Majeure) and 27.5 (Novation).

14.4 What happens if this Contract ends

14.4.1 If:

- a) the Buyer terminates this Contract under Clause 14.1 (Buyer right to end this Contract without a reason); or
- b) the Supplier terminates this Contract under Clause 14.3.1 (When the Supplier can end this Contract),

the Buyer shall pay to the Supplier the costs that the Supplier has incurred directly as a result of the early termination of this Contract and which are unavoidable, reasonable and not capable of recovery as long as the Supplier provides a fully itemised and costed schedule with evidence. The maximum value of this payment is limited to the total Costs which would have been paid to the Supplier as part of the Charges if this Contract had not been terminated.

14.4.2 If either Party terminates this Contract pursuant to Clause 24.3 (Force Majeure) each Party must cover its own Losses.

14.4.3 Subject to any alternative arrangements that may be agreed for the Termination Assistance Period (if applicable), on expiry or termination of this Contract for any reason whatsoever then, as may be applicable:

- a) the relationship of the Parties shall cease and any rights or licences granted under or pursuant to this Contract shall cease to have effect (save as may be expressly provided for in this Contract);
- b) the accumulated rights of the Parties are not affected;
- c) the Supplier must promptly delete or return the Government Data except where required to retain copies by Law;
- d) the Supplier must promptly return any of the Buyer's property provided under this Contract;
- e) the Supplier shall comply with the provisions of Schedule 30 (Exit Management);
- f) the Supplier shall, within twenty (20) Working Days of the expiry or termination of this Contract, submit its final invoice to the Buyer setting out the total amounts due to the Supplier, and the Buyer shall pay such invoice in accordance with Clause 4; and
- g) the following Clauses and Schedules survive the expiry or termination of this Contract: 6, 7.2, 10, 15, 18, 19, 20, 21, 22, 35.3.2, 39, 40, Schedule 20 (Processing Data), Schedule 36 (Intellectual Property Rights) and any Clauses and Schedules which are expressly or by implication intended to continue.

15. How much you can be held responsible for

- 15.1 Neither Party limits or excludes liability for any of the following:
- 15.1.1 its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;
 - 15.1.2 its liability for bribery or fraud or fraudulent misrepresentation by it or its employees; and
 - 15.1.3 any liability that cannot be excluded or limited by Law.
- 15.2 Save as set out in Clause 14.4.1, neither Party is liable to the other for:
- 15.2.1 any indirect Losses; and
 - 15.2.2 loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).
- 15.3 Subject to Clause 15.1, Clause 15.2, Clause 15.4 and Clause 15.5:
- 15.3.1 the Supplier's liability under this Contract (whether in tort, contract or otherwise) shall be limited as follows:
 - a) in relation to any claim which relates to a matter in respect of which the Supplier is required to maintain insurance pursuant to the terms of this Contract:
 - (A) to the amount paid out by the relevant insurer in respect of such claim under the relevant policy of insurance as set out in Schedule 22 (Insurance Requirements); and
 - (B) where and to the extent that the amount paid out by the relevant insurer is reduced because the Supplier is in breach of its obligations under Schedule 22 (Insurance Requirements), to the limit of indemnity that the Supplier is required to have insured under the relevant policy as set out in Schedule 22 (Insurance Requirements);
 - b) in relation to all other Losses incurred by the Buyer under or in connection with this Contract:
 - (A) for events arising in the period of twelve (12) Months following the Effective Date, to the amount of [REDACTED]
 - (B) for events arising thereafter, to an amount equal to 100% of the aggregate Charges paid and payable under or pursuant to this Contract in the immediately preceding period of twelve (12) Months (up to the event in question); and
 - 15.3.2 the Buyer's total liability under this Contract (whether in tort, contract or otherwise) shall be limited as follows:

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- a) for events arising in the period of twelve (12) Months following the Effective Date, to the amount of [REDACTED] and
- b) for events arising thereafter, to an amount equal to 100% of the aggregate Charges paid and payable under or pursuant to this Contract in the immediately preceding period of twelve (12) Months (up to the event in question).

- 15.4 Notwithstanding Clause 15.3, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.5 (Supplier Staff), 9.3 (Rights and protection), 10.2 (Intellectual Property Rights), 16.3 (Obeying the Law), 35.3.2 (Tax) or Schedule 7 (Staff Transfer) of this Contract.
- 15.5 Notwithstanding Clause 15.3, but subject to Clauses 15.1 and 15.2, the Supplier's total aggregate liability in each Contract Year under Clause 18.8.5 shall not exceed [REDACTED]
- 15.6 Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with this Contract, including any indemnities.
- 15.7 When calculating the Supplier's liability under Clause 15.3, Deductions will not be taken into consideration.

16. Obeying the law

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

17. Insurance

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

18. Data protection

- 18.1 The Supplier must Process Personal Data and ensure that Supplier Staff Process Personal Data only in accordance with Schedule 20 (Processing Data).
- 18.2 The Supplier must not remove any ownership or security notices in or relating to the Government Data.

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- 18.3 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every six (6) Months.
- 18.4 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the Security Management Plan.
- 18.5 If at any time the Supplier suspects or has reason to believe that the Government Data is corrupted, lost or sufficiently degraded, then the Supplier must immediately notify the Buyer and suggest remedial action.
- 18.6 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Buyer may either or both:
 - 18.6.1 tell the Supplier to restore or get restored Government Data as soon as practical but no later than five (5) Working Days from the date that the Buyer receives notice, or the Supplier finds out about the issue, whichever is earlier; and
 - 18.6.2 restore the Government Data itself or using a third party.
- 18.7 The Supplier must pay each Party's reasonable costs of complying with Clause 18.6 unless the Buyer is entirely at fault.
- 18.8 The Supplier must:
 - 18.8.1 provide the Buyer with all Government Data in an agreed open format within ten (10) Working Days of a written request;
 - 18.8.2 have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
 - 18.8.3 securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;
 - 18.8.4 securely erase all Government Data and any copies it holds when asked to do so by the Buyer unless required by Law to retain it; and
 - 18.8.5 indemnify the Buyer against any and all Losses incurred if the Supplier breaches Clause 18 or any Data Protection Legislation.

19. What you must keep confidential

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

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- 19.2 Notwithstanding Clause 19.1, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:
- 19.2.1 where disclosure is required by applicable Law, a regulatory body or a court with the relevant jurisdiction if the Recipient Party notifies the Disclosing Party (to the extent permitted by Law) of the full circumstances, the affected Confidential Information and extent of the disclosure;
 - 19.2.2 if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party;
 - 19.2.3 if the information was given to it by a third party without obligation of confidentiality;
 - 19.2.4 if the information was in the public domain at the time of the disclosure;
 - 19.2.5 if the information was independently developed without access to the Disclosing Party's Confidential Information;
 - 19.2.6 on a confidential basis, to its auditors or for the purpose of regulatory requirements;
 - 19.2.7 on a confidential basis, to its professional advisers on a need-to-know basis; and
 - 19.2.8 to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.
- 19.3 The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff and/or staff of the Local Active Partnerships on a need-to-know basis to allow the Supplier to meet its obligations under this Contract. The Supplier Staff and/or staff of the Local Active Partnerships must enter into a direct confidentiality agreement with the Buyer at its request.
- 19.4 The Buyer may disclose Confidential Information in any of the following cases:
- 19.4.1 on a confidential basis to the Buyer Personnel;
 - 19.4.2 on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that the Buyer transfers or proposes to transfer all or any part of its business to;
 - 19.4.3 if the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
 - 19.4.4 where requested by Parliament; and
 - 19.4.5 under Clauses 4.6 and 20.
- 19.5 For the purposes of Clauses 19.2 to 19.4 references to disclosure on a confidential basis mean disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clause 19.

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- 19.6 Transparency Information and any Information (other than Information which is exempt from disclosure by Clause 20) is not Confidential Information.
- 19.7 The Supplier must not make any press announcement or publicise this Contract or any part of it in any way, without Approval and must use all reasonable endeavours to ensure that Supplier Staff do not either.
- 19.8 Subject to Clause 19.6, the Buyer shall not make any press announcement in relation to this Contract without the prior written agreement of the Supplier.

20. When you can share information

- 20.1 The Supplier must tell the Buyer within 48 hours if it receives a Request For Information.
- 20.2 In accordance with a reasonable timetable and in any event within five (5) Working Days of a request from the Buyer, the Supplier must give the Buyer full co-operation and information needed so the Buyer can:
 - 20.2.1 publish the Transparency Information;
 - 20.2.2 comply with any FOIA request; and
 - 20.2.3 comply with any EIR request.
- 20.3 To the extent that it is allowed and practical to do so, the Buyer will use reasonable endeavours to notify the Supplier of a FOIA request and/or EIR request and may talk to the Supplier to help it decide whether to publish information, including any Commercially Sensitive Information, under Clause 20.2. However, the extent, content and format of the disclosure is the Buyer's decision in its absolute discretion.

21. Invalid parts of the Contract

- 21.1 If any part of this Contract is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be read as if it was removed from this Contract as much as required and rendered ineffective as far as possible without affecting the rest of this Contract, whether it's valid or enforceable.
- 21.2 If any removal under Clause 21.1 is so fundamental that it prevents the purpose of this Contract from being achieved or it materially changes the balance of risk and rewards between the Parties, either Party may give notice to the other Party requiring the Parties to commence good faith negotiations to rectify these issues and to amend this Contract accordingly so that, as amended, it is valid and enforceable, preserves the balance of risks and rewards in this Contract and, to the extent that it is reasonably possible, achieves the Parties' original commercial intention.
- 21.3 If the Parties cannot agree on what amendments are required within five (5) Working Days of the notice under Clause 21.2, the matter will be dealt with via commercial negotiation as set out in Clause 39 and, if there is no resolution

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within thirty (30) Working Days of the matter being referred, this Contract will terminate automatically and immediately with costs lying where they fall.

22. No other terms apply

- 22.1 The provisions incorporated into this Contract are the entire agreement between the Parties in relation to the Services. This Contract replaces all previous statements, or agreements whether written or oral. No other provisions apply.

23. Other people's rights in this Contract

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

24. Circumstances beyond your control

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

25. Relationships created by this Contract

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

26. Giving up Contract rights

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

27. Transferring responsibilities

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

28. Changing this Contract

- 28.1 Either Party can request a Variation to this Contract which is only effective if agreed in writing, including where it is set out in a Variation Form, and signed by both Parties.
- 28.2 The Supplier must provide an Impact Assessment either:
 - 28.2.1 with a Variation Form, where the Supplier requests the Variation; or
 - 28.2.2 within the time limits included in a Variation Form requested by the Buyer (provided such time limits are reasonable in the context of the Variation requested).
- 28.3 If a Variation to this Contract cannot be agreed or resolved by the Parties, the Buyer can either:
 - 28.3.1 agree that this Contract continues without the Variation; and/or
 - 28.3.2 refer the Dispute to be resolved using Clause 39 (Resolving Disputes).
- 28.4 The Buyer is not required to accept a Variation requested by the Supplier.
- 28.5 The Supplier may only reject a Variation requested by the Buyer if the Supplier:
 - 28.5.1 reasonably believes that the Variation would materially and adversely affect the risks to the health and safety of any person or that it would result in the Services being provided in a way that infringes any Law; or
 - 28.5.2 demonstrates to the Buyer's reasonable satisfaction that the Variation is technically impossible to implement and that neither the Tender Response nor the Specification state that the Supplier has the required technical capacity or flexibility to implement the Variation.
- 28.6 If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the Charges.
- 28.7 If there is a Specific Change in Law or one is likely to happen during the Contract Period or (if applicable) during the Termination Assistance Period, the Supplier must give the Buyer notice of the likely effects of the changes as soon as reasonably practical. The Supplier must also say if it thinks any Variation or amendment to the Services or the Charges is needed and provide evidence:
 - 28.7.1 that the Supplier has kept costs as low as possible, including Subcontractor costs; and
 - 28.7.2 of how it has affected the Supplier's costs.
- 28.8 Any change in the Charges or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 28.1 to 28.4.

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29. How to communicate about this Contract

- 29.1 All notices under this Contract must be in writing and are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective at 9am on the first Working Day after sending unless an error message is received.
- 29.2 Notices to the Buyer must be sent to the Buyer Contract Manager's address or email address in the Award Form.
- 29.3 This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

30. Dealing with Claims

- 30.1 If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than within ten (10) Working Days.
- 30.2 At the Indemnifier's cost the Beneficiary must both:
 - 30.2.1 allow the Indemnifier to conduct all negotiations and proceedings to do with the Claim; and
 - 30.2.2 give the Indemnifier reasonable assistance with the Claim if requested.
- 30.3 The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which cannot be unreasonably withheld or delayed.
- 30.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that doesn't damage the Beneficiary's reputation.
- 30.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.
- 30.6 Each Beneficiary must use all reasonable endeavours to minimise and mitigate any Losses that it suffers because of the Claim.
- 30.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:
 - 30.7.1 the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money; or
 - 30.7.2 the amount the Indemnifier paid the Beneficiary for the Claim.

31. Preventing fraud, bribery and corruption

- 31.1 The Supplier, including Supplier Staff, must not during the Contract Period or (if applicable) the Termination Assistance Period:
 - 31.1.1 commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2);
 - 31.1.2 do or allow anything which would cause the Buyer, including any Buyer Personnel, to breach any of the Relevant Requirements or incur any liability under them.
- 31.2 The Supplier must during the Contract Period and (if applicable) the Termination Assistance Period:
 - 31.2.1 create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same;
 - 31.2.2 keep full records to show it has complied with its obligations under this Clause 31 and give copies to the Buyer on request; and
 - 31.2.3 if required by the Buyer, by 3 February 2023 and then annually, certify in writing to the Buyer that it has complied with this Clause 31, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures.
- 31.3 The Supplier must immediately notify the Buyer if it becomes aware of any breach of Clause 31.1 or has any reason to think that it, or any of the Supplier Staff, have either:
 - 31.3.1 been investigated or prosecuted for an alleged Prohibited Act;
 - 31.3.2 been debarred, suspended, proposed for suspension or debarment, or are otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act;
 - 31.3.3 received a request or demand for any undue financial or other advantage of any kind related to this Contract; or
 - 31.3.4 suspected that any person or party directly or indirectly related to this Contract has committed or attempted to commit a Prohibited Act.
- 31.4 If the Supplier notifies the Buyer as required by Clause 31.3, the Supplier must respond promptly to the Buyer's further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant Documentation.
- 31.5 If the Supplier is in Default under Clause 31.1 the Buyer may:
 - 31.5.1 require the Supplier to remove any Supplier Staff from providing the Services if their acts or omissions have caused the Default; and
 - 31.5.2 immediately terminate this Contract.

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- 31.6 In any notice the Supplier gives under Clause 31.3 it must specify the:
 - 31.6.1 Prohibited Act;
 - 31.6.2 identity of the party who it thinks has committed the Prohibited Act;
and
 - 31.6.3 action it has decided to take.

32. Equality, diversity and human rights

- 32.1 The Supplier must follow all applicable equality Law when it performs its obligations under this Contract, including:
 - 32.1.1 protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and
 - 32.1.2 any other requirements and instructions which the Buyer reasonably imposes related to equality Law.
- 32.2 The Supplier must use all reasonable endeavours, and inform the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation), when working on this Contract.

33. Health and safety

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

34. Environment

- 34.1 When working on Site the Supplier must perform its obligations under the Buyer's current Environmental Policy, which the Buyer must provide.
- 34.2 The Supplier must ensure that Supplier Staff are aware of the Buyer's Environmental Policy.

35. Tax

- 35.1 The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. The Buyer cannot terminate this

Contract where the Supplier has not paid a minor tax or social security contribution.

- 35.2 Where the Charges payable under this Contract are or are likely to exceed £5,000,000 (five million pounds sterling) at any point during the Contract Period, and an Occasion of Tax Non-Compliance occurs, the Supplier must notify the Buyer of it within five (5) Working Days including:

35.2.1 the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant; and

35.2.2 other information relating to the Occasion of Tax Non-Compliance that the Buyer may reasonably need.

- 35.3 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under this Contract, the Supplier must both:

35.3.1 comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions; and

35.3.2 indemnify the Buyer against any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Services by the Supplier or any of the Supplier Staff.

- 35.4 If any of the Supplier Staff are Workers who receive payment relating to the Services, then the Supplier must ensure that its contracts with the Workers contain the following requirements:

35.4.1 the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 35.3.1, or why those requirements do not apply and the Buyer can specify the information the Worker must provide and the deadline for responding;

35.4.2 the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;

35.4.3 the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers isn't good enough to demonstrate how it complies with Clause 35.3.1 or confirms that the Worker is not complying with those requirements; and

35.4.4 the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

36. Conflict of Interest

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

37. Reporting a breach of this Contract

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

38. Further assurances

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

39. Resolving Disputes

- 39.1 If there is a Dispute, the following representatives of the Parties (who shall each have the authority to settle the Dispute) shall meet in good faith to resolve the Dispute by commercial negotiation. The Buyer Contract Manager and Supplier Programme Lead shall meet within twenty-eight (28) days of a written request from the other Party. If the Dispute cannot be resolved by one level of representatives, the Dispute shall promptly be escalated to the next level:

Level	Buyer	Supplier
Level 1	Buyer Contract Manager	Programme Lead
Level 2	Senior Policy Manager	Relationship Partner

Core Terms
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Version: v1.1

Level 3	Head of Pupil, Physical and Mental Wellbeing, Life Skills Division	Supplier Authorised Representative
Level 4	Deputy Director of Life Skills Division	Supplier Chairperson

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

40. Which law applies

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

Schedule 1 (Definitions)

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Schedule 1 (Definitions)

1. Definitions

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

Schedule 1 (Definitions)

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- 1.3.10 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified;
- 1.3.11 the headings in this Contract are for ease of reference only and shall not affect the interpretation or construction of this Contract;
- 1.3.12 where the Buyer is a Crown Body it shall be treated as contracting with the Crown as a whole; and
- 1.3.13 Any reference in this Contract which immediately before IP Completion Day (or such later date when relevant EU law ceases to have effect pursuant to Section 1A of the European Union (Withdrawal) Act 2018) is a reference to (as it has effect from time to time):
- (I) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement ("**EU References**") which is to form part of domestic law by application of Section 3 of the European Union (Withdrawal) Act 2018 and which shall be read on and after IP Completion Day as a reference to the EU References as they form part of domestic law by virtue of Section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
 - (II) any EU institution or EU authority or other such EU body shall be read on and after IP Completion Day as a reference to the UK institution, authority or body to which its functions were transferred.

1.4 In this Contract, unless the context otherwise requires, the following words shall have the following meanings:

"Additional FDE Group Member"	has the meaning given to it in Schedule 24 (Financial Difficulties);
"Affected Party"	the Party seeking to claim relief in respect of a Force Majeure Event;
"Affiliates"	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
"Agreed Purposes"	has the meaning given to it in Schedule 20 (Processing Data);
"Ancillary Processing"	has the meaning given to it in Schedule 20 (Processing Data);
"Annex"	extra information which supports a Schedule;
"Annual Meeting(s)"	has the meaning given to it in Schedule 13 (Contract Management);

Schedule 1 (Definitions)

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"Approval"	the prior written consent of the Buyer and "Approve" and "Approved" shall be construed accordingly;
"Approved Sub-processors"	has the meaning given to it in Schedule 20 (Processing Data);
"Attendance"	has the meaning given to it in Schedule 10 (Service Levels);
"Audit"	<p>the Buyer's right to:</p> <ul style="list-style-type: none"> (a) verify the integrity and content of the Performance Monitoring Reports; (b) verify the accuracy of the Charges and any other amounts payable by the Buyer under this Contract (including proposed or actual variations to them in accordance with this Contract); (c) verify the Costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services; (d) verify the Supplier's and each Subcontractor's compliance with the applicable Law; (e) identify or investigate actual or suspected breach of Clauses 31 to 36 and/or Schedule 26 (Sustainability), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Buyer shall have no obligation to inform the Supplier of the purpose or objective of its investigations; (f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, and/or any Subcontractors or their ability to provide the Services; (g) obtain such information as is necessary to fulfil the Buyer's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General; (h) review any books of account and the internal contract management accounts kept by the Supplier in connection with this Contract; (i) carry out the Buyer's internal and statutory audits and to prepare, examine and/or certify the Buyer's annual and interim reports and accounts; (j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Buyer has used its resources;
"Auditor"	<ul style="list-style-type: none"> (a) the Buyer's internal and external auditors; (b) the Buyer's statutory or regulatory auditors;

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	<p>(c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;</p> <p>(d) HM Treasury or the Cabinet Office;</p> <p>(e) any party formally appointed by the Buyer to carry out audit or similar review functions; and</p> <p>(f) successors or assigns of any of the above;</p>
"Award Form"	the document outlining the Incorporated Terms and crucial information required for this Contract, to be executed by the Supplier and the Buyer;
"Bank Account"	has the meaning given to it in Schedule 3 (Charges);
"BCDR Plan"	has the meaning given to it in Schedule 14 (Business Continuity and Disaster Recovery);
"Beneficiary"	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
"Breach of Security"	has the meaning given to it in Schedule 16 (Security);
"Business Contact Data"	has the meaning given to it in Schedule 20 (Processing Data);
"Business Contact Details"	has the meaning given to it in Schedule 20 (Processing Data);
"Buyer"	the public sector purchaser identified in the Award Form;
"Buyer Assets"	the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Services which remain the property of the Buyer throughout the term of this Contract;
"Buyer Cause"	has the meaning given to it in the Award Form;
"Buyer Contract Manager"	the person identified in the Award Form;
"Buyer Data"	<p>means the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any Buyer's or End User's Confidential Information, and which:</p> <p>(a) are supplied to the Supplier by or on behalf of the Buyer, or End User; or</p>

Schedule 1 (Definitions)

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	<p>(b) the Supplier is required to generate, process, store or transmit pursuant to this Contract; or</p> <p>(c) any Personal Data for which the Buyer or End User is the Controller;</p>
"Buyer Existing IPR"	means any and all IPR that are owned by or licensed to the Buyer, and where the Buyer is a Central Government Body, any Crown IPR, and which are or have been developed independently of this Contract (whether prior to the Start Date or otherwise)
"Buyer Personnel"	has the meaning given to it in Schedule 20 (Processing Data);
"Buyer Premises"	premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Services (or any of them);
"Buyer Third Party"	means any supplier to the Buyer (other than the Supplier), which is notified to the Supplier from time to time;
"Buyer's Confidential Information"	<p>(a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Buyer (including all Buyer Existing IPR and New IPR);</p> <p>(b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Buyer's attention or into the Buyer's possession in connection with this Contract; and</p> <p>information derived from any of the above;</p>
"CEDR"	means the Centre for Effective Dispute Resolution;
"Central Government Body"	<p>a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <p>(a) Government Department;</p> <p>(b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</p> <p>(c) Non-Ministerial Department; or</p> <p>(d) Executive Agency;</p>
"Change in Law"	any change in Law which impacts on the supply of the Services and performance of this Contract which comes into force after the Start Date;

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"Change of Control"	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
"Charges"	has the meaning given to it in Schedule 3 (Charges);
"Claim"	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
"Collaborative Working Principles"	has the meaning given to it in Clause 3.1.2 of the Core Terms;
"Commercially Sensitive Information"	the information listed in Schedule 5 (Commercially Sensitive Information) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Buyer that, if disclosed by the Buyer, would cause the Supplier significant commercial disadvantage or material financial loss;
"Compliance Officer"	the person(s) set out in the Award Form;
"Confidential Information"	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as " confidential ") or which ought reasonably to be considered to be confidential;
"Conflict of Interest"	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to the Buyer under this Contract, in the reasonable opinion of the Buyer;
"Contract"	has the meaning given to it in section 13 of the Award Form;
"Contract Period"	the term of this Contract from the earlier of the: (a) Start Date; or (b) the Effective Date, until the End Date;
"Contract Year"	means: (a) Contract Year 1 shall be the period from the Start Date until the 31 March 2023; (b) Contract Year 2 shall be the period from 1 April 2023 to 31 March 2024; and

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	(c) Contract Year 3 shall be the period from 1 April 2024 to 31 March 2025;
"Control"	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "Controlled" shall be construed accordingly;
"Controller"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Core Processing"	has the meaning given to it in Schedule 20 (Processing Data);
"Core Terms"	the Buyer's terms and conditions which apply to and comprise one part of this Contract set out in the document called "Core Terms";
"Costs"	has the meaning given to it in Schedule 3 (Charges);
"CPI"	has the meaning given to it in Schedule 3 (Charges);
"Critical Service Level Failure"	has the meaning given to it in Schedule 10 (Service Levels);
"Crown Body"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"CRTPA"	the Contract Rights of Third Parties Act 1999;
"Cyber Essentials Basic Certificate"	has the meaning given to it in Schedule 19 (Cyber Essentials Scheme);
"Cyber Essentials Certificate"	has the meaning given to it in Schedule 19 (Cyber Essentials Scheme);
"Cyber Essentials Plus Certificate"	has the meaning given to it in Schedule 19 (Cyber Essentials Scheme);
"Cyber Essentials Scheme"	has the meaning given to it in Schedule 19 (Cyber Essentials Scheme);
"Cyber Essentials Scheme Data"	has the meaning given to it in Schedule 19 (Cyber Essentials Scheme);

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"Data Discloser"	has the meaning given to it in Schedule 20 (Processing Data);
"Data Loss Event"	a breach of security leading to the accidental, unauthorised or unlawful destruction, loss, alteration, disclosure of, or access to, Personal Data and non-Personal Data;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
"Data Protection Legislation"	(i) the UK GDPR, (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy; and (iv) (to the extent that it applies) the EU GDPR;
"Data Protection Officer"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Data Recipient"	has the meaning given to it in Schedule 20 (Processing Data);
"Data Subject"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Data Subject Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Deductions"	all Service Credits, or any other deduction which the Buyer is paid or is payable to the Buyer under this Contract;
"Default"	any breach of the obligations of the Supplier (including abandonment of this Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of this Contract and in respect of which the Supplier is liable to the Buyer;
"Delay"	has the meaning given to it in Schedule 8 (Implementation Plan);
"Deliverable Item"	has the meaning given to it in Schedule 8 (Implementation Plan);
"Disaster"	the occurrence of one or more events which, either separately or cumulatively, mean that the Services, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable);

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"Disclosing Party"	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 19 (What you must keep confidential) of the Core Terms;
"Dispute"	any claim, dispute or difference (whether contractual or non-contractual) arising out of or in connection with this Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of this Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
"Dispute Resolution Procedure"	the dispute resolution procedure set out in Clause 39 (Resolving Disputes) of the Core Terms;
"Documentation"	<p>descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) that is required to be supplied by the Supplier to the Buyer under this Contract as:</p> <ul style="list-style-type: none"> (a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to provide the Services; (b) is required by the Supplier in order to provide the Services; and/or (c) has been or shall be generated solely for the purpose of providing the Services;
"DOTAS"	the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;
"DPA 2018"	The Data Protection Act 2018;
"Due Diligence Information"	any information supplied to the Supplier by or on behalf of the Buyer prior to the Start Date;
"Effective Date"	the date on which the final Party has signed this Contract;
"EIR"	the Environmental Information Regulations 2004;
"Employee Liability"	has the meaning given to it in Schedule 7 (Staff Transfer);

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"Employment Regulations"	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced;
"End Date"	the earlier of: (a) the Expiry Date; or (b) if this Contract is terminated before the date specified in (a) above, the date of termination of this Contract;
"End of Year Report"	has the meaning given to it in Schedule 2 (Specification);
"End User"	means a party that is accessing the Services provided pursuant to this Contract (including Schools and participants in the Programme);
"End User Feedback"	has the meaning given to it in Schedule 2 (Specification);
"English Regions"	has the meaning given to it in Schedule 10 (Service Levels);
"Environmental Policy"	to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer;
"Equality and Human Rights Commission"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Escalation Meeting"	means a meeting between the Supplier Authorised Representative and the Buyer Contract Manager to address issues that have arisen during the Rectification Plan Process;
"EU GDPR"	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law;
"Existing IPR"	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of this Contract (whether prior to the Start Date or otherwise);
"Exit Information"	has the meaning given to it in Schedule 30 (Exit Management);

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"Exit Manager"	has the meaning given to it in Schedule 30 (Exit Management);
"Exit Plan"	has the meaning given to it in Schedule 30 (Exit Plan);
"Expiry Date"	the end date of this Contract as stated in the Award Form;
"FDE Group"	the Supplier and any Additional FDE Group Member;
"Financial Distress Event"	has the meaning given to it in Schedule 24 (Financial Difficulties);
"Financial Distress Service Continuity Plan"	has the meaning given to it in Schedule 24 (Financial Difficulties);
"Financial Transparency Objectives"	<p>means:</p> <ul style="list-style-type: none"> (a) the Buyer having a clear analysis of the Costs and time spent by Supplier Staff in providing the Services so that it can understand any payment sought by the Supplier; (b) the Parties being able to understand Cost forecasts and to have confidence that these are based on justifiable numbers and appropriate forecasting techniques; (c) the Parties being able to understand the quantitative impact of any Variations that affect ongoing Costs and identifying how these could be mitigated and/or reflected in the Charges; (d) the Parties being able to review, address issues with and re-forecast progress in relation to the provision of the Services; (e) the Parties challenging each other with ideas for efficiency and improvements; and (f) enabling the Buyer to demonstrate that it is achieving value for money for the tax payer relative to current market prices;
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure Event"	<p>any event, circumstance, matter or cause affecting the performance by either the Buyer or the Supplier of its obligations arising from:</p> <ul style="list-style-type: none"> (a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under this Contract;

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	<p>(b) riots, civil commotion, pandemic, epidemic, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;</p> <p>(c) acts of a Crown Body, local government or regulatory bodies;</p> <p>(d) fire, flood or any disaster; or</p> <p>(e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding:</p> <p>(i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain;</p> <p>(ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and</p> <p>(iii) any failure of delay caused by a lack of funds, and which is not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party;</p>
"Force Majeure Notice"	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
"Former Supplier"	has the meaning given to it in Schedule 7 (Staff Transfer);
"Funding Agreement"	has the meaning given to it in Schedule 24 (Financial Difficulties);
"General Anti-Abuse Rule"	<p>(a) the legislation in Part 5 of the Finance Act 2013 and; and</p> <p>(b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;</p>
"General Change in Law"	a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier);
"Good Industry Practice"	the standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Government"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish

Schedule 1 (Definitions)

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	Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Government Data"	the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Buyer's Confidential Information, and which: (a) are supplied to the Supplier by or on behalf of the Buyer; or (b) the Supplier is required to generate, process, store or transmit pursuant to this Contract;
"Government Procurement Card"	the Government's preferred method of purchasing and payment for low value goods or services https://www.gov.uk/government/publications/government-procurement-card--2 ;
"Halifax Abuse Principle"	the principle explained in the CJEU Case C-255/02 Halifax and others;
"HMRC"	His Majesty's Revenue and Customs;
"ICT"	has the meaning given to it in Schedule 16 (Security);
"Impact Assessment"	an assessment of the impact of a Variation request by the Buyer completed in good faith, including: (a) details of the impact of the proposed Variation on the Services and the Supplier's ability to meet its other obligations under this Contract; (b) details of the cost of implementing the proposed Variation; (c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party; (d) a timetable for the implementation, together with any proposals for the testing of the Variation; and (e) such other information as the Buyer may reasonably request in (or in response to) the Variation request;
"Implementation Period"	has the meaning given to it in Schedule 8 (Implementation Plan);
"Implementation Plan"	has the meaning given to it in Schedule 8 (Implementation Plan);

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"Incorporated Terms"	the contractual terms applicable to this Contract, as specified in the Award Form;
"Indemnifier"	a Party from whom an indemnity is sought under this Contract;
"Independent Controller"	a Party which is Controller of the same Personal Data as the other Party and there is no element of joint control with regards to that Personal Data;
"Indexation"	the adjustment of an amount or sum in accordance with Schedule 3 (Charges);
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Initial Data Report"	has the meaning given to it in Schedule 2 (Specification);
"Insolvency Event"	<p>with respect to any person, means:</p> <ul style="list-style-type: none"> (a) that person suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or: <ul style="list-style-type: none"> (i) (being a company or an LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986; (b) that person commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, an LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person; (c) another person becomes entitled to appoint a receiver over the assets of that person or a receiver is appointed over the assets of that person; (d) a creditor or encumbrancer of that person attaches or takes possession of, or a distress, execution or other such process

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

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"IP Completion Day"	has the meaning given to it in the European Union (Withdrawal Agreement) Act 2020;
"IPR Claim"	any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Services or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Buyer in the fulfilment of its obligations under this Contract;
"IR35"	the off-payroll rules requiring individuals who work through their company pay the same tax and National Insurance contributions as an employee which can be found online at: https://www.gov.uk/guidance/ir35-find-out-if-it-applies ;
"Joint Control"	where two or more Controllers jointly determine the purposes and means of Processing;
"Joint Controllers"	where two or more Controllers jointly determine the purposes and means of Processing;
"Key Roles"	has the meaning given to it in Schedule 29 (Key Supplier Staff);
"Key Staff"	has the meaning given to it in Schedule 29 (Key Supplier Staff);
"Key Sub-Contract"	each Sub-Contract with a Key Subcontractor;
"Key Subcontractor"	<p>any Subcontractor:</p> <ul style="list-style-type: none"> (a) which is relied upon to deliver any work package within the Services in their entirety; and/or (b) which, in the opinion of the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Services; and/or (c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under this Contract, <p>and the Supplier shall list all such Key Subcontractors in section 32 of the Award Form;</p>
"Know-How"	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Services but excluding know-how already in the other Party's possession before the Start Date;
"Law"	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of the European Union (Withdrawal) Act 2018 as amended by European Union (Withdrawal Agreement) Act 2020,

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	regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;
"Letter of Intent"	has the meaning given to it in Clause 2.3 of the Core Terms;
"Local Active Partnerships"	the Active Partnership organisations who are members of the Supplier and part of the Active Partnerships network;
"Losses"	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be interpreted accordingly;
"Maximum Charges"	has the meaning given to it in Schedule 3 (Charges);
"Maximum Payments to Schools"	has the meaning given to it in Schedule 3 (Charges);
"Modern Slavery Helpline"	has the meaning given to it in Schedule 26 (Sustainability);
"Month"	a calendar month and "Monthly" shall be interpreted accordingly;
"Monthly Performance Review Meetings"	has the meaning given to it in Part B of Schedule 10 (Service Levels);
"National Insurance"	contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004);
"National and Local Provider and School Connections Report"	has the meaning given to it in Schedule 2 (Specification);
"New Fair Deal"	has the meaning given to it in Schedule 7 (Staff Transfer);
"New IPR"	(a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Contract and updates and amendments of these items including database schema; and/or

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	<p>(b) IPR in or arising as a result of the performance of the Supplier's obligations under this Contract and all updates and amendments to the same;</p> <p>but shall not include the Supplier's Existing IPR. Unless otherwise agreed in writing, any New IPR should be recorded in Schedule 36 (Intellectual Property Rights) and updated regularly;</p>
"New IPR Item"	means a deliverable, document, product or other item within which New IPR subsists;
"New IPR Licence"	means a licence to be granted by the Supplier to the Buyer in respect of New IPR as set out in Paragraph 1.4.5 of Schedule 36 (Intellectual Property Rights);
"Notifiable Default"	<p>means:</p> <p>(a) the Supplier commits a material Default; and/or</p> <p>(b) the performance of the Supplier is likely to cause or causes a Service Level Failure or Critical Service Level Failure;</p>
"Notified Subcontractor"	has the meaning given to it in Schedule 7 (Staff Transfer);
"Occasion of Tax Non – Compliance"	<p>where:</p> <p>(a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:</p> <p>(i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;</p> <p>(ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or</p> <p>(b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;</p>
"Out of Hours Data Report"	has the meaning given to it in Schedule 2 (Specification);

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"OSF National Project Board"	has the meaning given to it in Schedule 13 (Contract Management);
"Parliament"	takes its natural meaning as interpreted by Law;
"Party"	the Buyer or the Supplier and "Parties" shall mean both of them where the context permits;
"Payment Request"	has the meaning given to it in Schedule 3 (Charges);
"Payments to Schools"	has the meaning given to it in Schedule 3 (Charges);
"Performance Monitoring Reports"	has the meaning given to it in Part B of Schedule 10 (Service Levels);
"Performance Monitoring Report Templates"	has the meaning given to it in Schedule 10 (Service Levels);
"Personal Data"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Personal Data Breach"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Prescribed Person"	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies ;
"Principal Terms"	has the meaning given to it in Schedule 20 (Processing Data);
"Process" and "Processing"	have the meaning given in the UK GDPR or the EU GDPR as the context requires;
"Processor"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Processor Personnel"	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Sub-processor engaged in the performance of its obligations under this Contract;
"Programme"	has the meaning given to it in Schedule 2 (Specification);

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"Programme Progress Report"	has the meaning given to it in Schedule 2 (Specification);
"Prohibited Acts"	<p>(a) to directly or indirectly offer, promise or give any person working for or engaged by the Buyer or any other public body a financial or other advantage to:</p> <p>(i) induce that person to perform improperly a relevant function or activity; or</p> <p>(ii) reward that person for improper performance of a relevant function or activity;</p> <p>(b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Contract; or</p> <p>(c) committing any offence:</p> <p>(i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or</p> <p>(ii) under legislation or common law concerning fraudulent acts; or</p> <p>(iii) defrauding, attempting to defraud or conspiring to defraud the Buyer or other public body; or</p> <p>(d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;</p>
"Protective Measures"	<p>technical and organisational measures which must take account of:</p> <p>(a) the nature of the data to be protected</p> <p>(b) harm that might result from Data Loss Event;</p> <p>(c) state of technological development</p> <p>(d) the cost of implementing any measures</p> <p>including pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;</p>
"Public Sector Body"	means a formally established organisation that is (at least in part) publicly funded to deliver a public or government service;
"Public Sector Equality Duty"	has the meaning in section 149 of the Equality Act 2010;

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"Quarter"	a three-month period that commences on 1 January, 1 April, 1 July or 1 October and ends on 31 March, 30 June, 30 September, or 31 December, respectively;
"Quarterly Meeting(s)"	has the meaning given to it in Schedule 13 (Contract Management);
"Recipient Party"	the Party which receives or obtains directly or indirectly Confidential Information;
"Recruited Schools Report"	has the meaning given to it in Schedule 2 (Specification);
"Rectification Plan"	the Supplier's plan (or revised plan) to rectify its breach using the template in Schedule 25 (Rectification Plan) which shall include: <ul style="list-style-type: none"> (a) full details of the Notifiable Default that has occurred, including a root cause analysis; (b) the actual or anticipated effect of the Notifiable Default; and (c) the steps which the Supplier proposes to take to rectify the Notifiable Default (if applicable) and to prevent such Notifiable Default from recurring, including timescales for such steps and for the rectification of the Notifiable Default (where applicable);
"Rectification Plan Process"	the process set out in Clause 11 (Rectifying issues) of the Core Terms;
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
"Relevant Conviction"	has the meaning given to it in Schedule 32 (Background Checks);
"Relevant Requirements"	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;
"Relevant Tax Authority"	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
"Relevant Transfer"	has the meaning given to it in Schedule 7 (Staff Transfer);
"Relevant Transfer Date"	has the meaning given to it in Schedule 7 (Staff Transfer);
"Reminder Notice"	a notice sent in accordance with Clause 14.3.1 given by the Supplier to the Buyer providing notification that payment has not been received on time;

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"Replacement Services"	any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services, whether they are provided by the Buyer internally and/or by any third party;
"Replacement Subcontractor"	has the meaning given to it in Schedule 7 (Staff Transfer);
"Replacement Supplier"	any third party provider of Replacement Services appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Services for its own account, shall also include the Buyer;
"Request For Information"	a request for information or an apparent request relating to this Contract for the provision of the Services or an apparent request for such information under the FOIA or the EIRs;
"Request Recipient"	has the meaning given to it in Schedule 20 (Processing Data);
"Required Action"	means the action the Buyer will take during the Step-In Process;
"Required Insurances"	has the meaning given to it in Schedule 22 (Insurance Requirements);
"Schedules"	any attachment to this Contract which contains important information specific to each aspect of buying and selling;
"School Contacts"	has the meaning given to it in Schedule 20 (Processing Data);
"School Contacts Report"	has the meaning given to it in Schedule 2 (Specification);
"School Contact Data"	has the meaning given to it in Schedule 20 (Processing Data);
"Schools"	means any school, academy or other educational establishment;
"Security Management Plan"	has the meaning given to it in Schedule 16 (Security);
"Serious Fraud Office"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Service Credits"	any service credits specified in the Annex to Part A of Schedule 10 (Service Levels) being payable by the Supplier to the Buyer in respect of any Service Level Failure;

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"Service Levels"	any service levels applicable to the provision of the Services under this Contract as set out in the Annex to Part A of Schedule 10 (Service Levels);
"Service Level Failure"	has the meaning given to it in Schedule 10 (Service Levels);
"Service Level Target"	has the meaning given to it in Schedule 10 (Service Levels);
"Service Level Trigger"	has the meaning given to it in Schedule 10 (Service Levels);
"Service Transfer"	has the meaning given to it in Schedule 7 (Staff Transfer);
"Service Transfer Date"	has the meaning given to it in Schedule 7 (Staff Transfer);
"Services"	the services to be provided by the Supplier pursuant to this Contract, as set out in the Specification;
"Sites"	any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: (a) the Services are (or are to be) provided; or (b) the Supplier manages, organises or otherwise directs the provision or the use of the Services; (c) those premises at which any Supplier Equipment is located;
"Social Value"	the additional social benefits that can be achieved in the delivery of this Contract, as set out in Paragraph 6 (Social value priorities) of Schedule 2 (Specification);
"Special Terms"	the additional terms and conditions set out in the Award Form;
"Specific Change in Law"	a Change in Law that relates specifically to the business of the Buyer where the effect of that Specific Change in Law on the Services is not reasonably foreseeable at the Start Date;
"Specification"	the specification set out in Schedule 2 (Specification);
"SSAAP"	has the meaning given to it in Schedule 2 (Specification);

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"Staffing Information"	has the meaning given to it in Schedule 7 (Staff Transfer);
"Standards"	<p>any:</p> <ul style="list-style-type: none"> (a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with; (b) standards detailed in the specification in Schedule 2 (Specification); (c) standards detailed by the Buyer in the Award Form or agreed between the Parties from time to time; (d) relevant Government codes of practice and guidance applicable from time to time;
"Start Date"	the date specified in the Award Form;
"Step-In Process"	the process set out in Clause 13 (Step-in rights) of the Core Terms;
"Step-In Trigger Event"	<p>means:</p> <ul style="list-style-type: none"> (a) the Supplier's level of performance constituting a Critical Service Level Failure; (b) the Supplier committing a material Default which is irremediable; (c) where a right of termination is expressly reserved in this Contract; (d) an Insolvency Event occurring in respect of the Supplier; (e) a Default by the Supplier that is materially preventing or materially delaying the provision of the Services or any material part of them; (f) the Buyer considers that the circumstances constitute an emergency despite the Supplier not being in breach of its obligations under this agreement; (g) the Buyer being advised by a regulatory body that the exercise by the Buyer of its rights under Clause 13 (Step-in rights) of the Core Terms is necessary; (h) the existence of a serious risk to the health or safety of persons, property or the environment in connection with the Services; and/or

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	(i) a need by the Buyer to take action to discharge a statutory duty;
"Step-Out Plan"	means the Supplier's plan that sets out how the Supplier will resume the provision of the Services and perform all its obligations under this Contract following the completion of the Step-In Process;
"Storage Media"	the part of any device that is capable of storing and retrieving data;
"Sub-Contract"	any contract or agreement (or proposed contract or agreement), other than this Contract, pursuant to which a third party: <ul style="list-style-type: none"> (a) provides the Services (or any part of them); (b) provides facilities or services necessary for the provision of the Services (or any part of them); and/or (c) is responsible for the management, direction or control of the provision of the Services (or any part of them);
"Subcontractor"	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
"Sub-processor"	any third Party appointed to process Personal Data on behalf of the Supplier related to this Contract;
"Supplier"	the person, firm or company identified in the Award Form;
"Supplier Authorised Representative"	the representative appointed by the Supplier and named in the Award Form;
"Supplier Equipment"	the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Contract;
"Supplier Existing IPR"	any and all IPR that are owned by or licensed to the Supplier and which are or have been developed independently of this Contract (whether prior to the Start Date or otherwise);
"Supplier Existing IPR Licence"	means a licence to be granted by the Supplier to the Buyer in respect of Supplier Existing IPR, as set out in Paragraph 1.3.1 of Schedule 36 (Intellectual Property Rights);
"Supplier Non-Performance"	where the Supplier has failed to: <ul style="list-style-type: none"> (a) provide the Services in accordance with the Service Levels; and/or (b) comply with an obligation under this Contract;

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"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Key Subcontractor engaged in the performance of the Supplier's obligations under this Contract;
"Supplier's Confidential Information"	<p>(a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier;</p> <p>(b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with this Contract; and/or</p> <p>(c) Information derived from any of (a) and (b) above;</p>
"Supplier Contract Manager"	the person identified in the Award Form;
"Supplier's Estimated Costs Spreadsheet"	has the meaning given to it in Schedule 3 (Charges);
"Supplier's Final Supplier Staff List"	has the meaning given to it in Schedule 7 (Staff Transfer);
"Supplier's Provisional Supplier Staff List"	has the meaning given to it in Schedule 7 (Staff Transfer);
"Supporting Documentation"	has the meaning given to it in Schedule 3 (Charges);
"Tender Response"	the tender submitted by the Supplier to the Buyer and annexed to or referred to in Schedule 4 (Tender);
"Termination Assistance"	the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer pursuant to the Termination Assistance Notice;
"Termination Assistance Notice"	has the meaning given to it in Schedule 30 (Exit Management);

Schedule 1 (Definitions)

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"Termination Assistance Period"	has the meaning given to it in Schedule 30 (Exit Management);
"Termination Notice"	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Contract on a specified date and setting out the grounds for termination;
"Third Party IPR"	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Services;
"Third Party IPR Licence"	means a licence to the Third Party IPR granted to the Buyer as set out in Paragraph 1.5.1 of Schedule 36;
"Transferable Contracts"	has the meaning given to it in Schedule 30 (Exit Management);
"Transferring Buyer Employees"	has the meaning given to it in Schedule 7 (Staff Transfer);
"Transferring Contracts"	has the meaning given to it in Schedule 30 (Exit Management);
"Transferring Former Supplier Employees"	has the meaning given to it in Schedule 7 (Staff Transfer);
"Transferring Supplier Employees"	has the meaning given to it in Schedule 7 (Staff Transfer);
"Transparency Information"	<p>the Transparency Reports and the content of this Contract, including any changes to this Contract agreed from time to time, except for:</p> <p>(a) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Buyer; and</p> <p>(b) Commercially Sensitive Information;</p>
"Transparency Reports"	the information relating to the Services and performance pursuant to this Contract which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Schedule 6 (Transparency Reports);
"UK GDPR"	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (United Kingdom General Data Protection

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	Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, together with the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019
"Variation"	means a variation to this Contract;
"Variation Form"	the form set out in Schedule 21 (Variation Form);
"Variation Procedure"	the procedure set out in Clause 28 (Changing this Contract);
"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
"Waste Hierarchy"	has the meaning given to it in Schedule 26 (Sustainability);
"Worker"	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Services; and
"Working Day"	any day other than a Saturday or Sunday or public holiday in England and Wales.

Schedule 2 (Specification)

Schedule 2 (Specification)

This Schedule sets out what the Buyer wants.

1 Introduction

- 1.1 The Buyer is responsible for children's services and education, including early years, schools, higher and further education policy, apprenticeships, and wider skills in England. For more information please see: <https://www.gov.uk/government/organisations/DfE-for-education/about>

2 Purpose

- 2.1 The Buyer is planning to fund a third phase of its Opening School Facilities programme (the "**Programme**") to meet the goals of the School Sport and Activity Action Plan ("**SSAAP**"), to help School facilities become more available outside the School day, and to improve parents, carers, Schools, teachers, and young people's knowledge of the opportunities near them to get active.
- 2.2 For the purpose of this Programme, "opening School facilities" means using a School's sports facilities outside the School's regular day, before or after School, or during weekends or holidays and, for SEND participants, during lunchtime provided it is not part of the core School timetable. The Buyer expects the Programme to explore and encompass, where possible, the use of School swimming facilities during times at which they are not currently utilised, which may include during the core School day.
- 2.3 The Supplier should familiarise itself with the SSAAP, which contains the drivers that have led to this procurement, available at <https://www.gov.uk/government/publications/school-sport-and-activity-action-plan>

3 Background

- 3.1 In 2019, the Buyer worked with other Central Government Bodies and stakeholders to produce the SSAAP. The SSAAP was published to drive activity across a number of areas, including increasing the levels of physical activity amongst children. Improved use of School facilities that can be used for sports or physical activity outside the School day was identified as one of the enablers to increasing physical activity levels.
- 3.2 In 2020, the Buyer invested £1,600,000 in a phase 1 pilot programme to open School sports facilities, which was followed by a £10,100,000 phase 2 programme in 2021. The Buyer has also continued to work closely with School

Schedule 2 (Specification)

sport stakeholders to gather information around the impact of this funding so far, and possible next steps.

- 3.3 The Buyer recognises the benefit of engaging participants beyond pupils, reaching out to members of the wider community to encourage a culture of participating in sport and physical activity.
- 3.4 The Buyer understands that the COVID pandemic has had a negative impact on School swimming and water safety lessons. The Buyer also recognises the importance of encouraging Schools with pools to maximise the usage of these, both during and outside the School day, both for children at their Schools and for children at other local Schools.
- 3.5 Building on the above, this Programme is intended to enable Schools to open their facilities beyond their current operating times to allow more children and the wider community to access opportunities to be physically active (and contribute to individuals achieving their daily-recommended amount of physical activity).
- 3.6 As part of the Programme, the Buyer will therefore provide grant payments to Schools (i.e., the Payments to Schools), which shall be administered by the Supplier on behalf of the Buyer.

4 Statement of Requirements

- 4.1 The Supplier shall deliver the Programme in accordance with this Statement of Requirements and the deliverables and associated timeframes in Table 1 (Milestones) to this Schedule 2 (Specification) below.
- 4.2 To ensure that the Buyer can maximise the use of School facilities beyond the School day, the Buyer requires the Supplier to:
 - 4.2.1 identify and advertise School facilities that are accessible beyond the School day;
 - 4.2.2 connect the accessible School facilities with the local/national sports and physical activity offer and generate demand for their use; and
 - 4.2.3 make the out of hours opening of School facilities viable and sustainable.

Programme content and design

- 4.3 The Buyer requires the Supplier to run the Programme to align with the [Chief Medical Officers' Physical Activity Guidelines](#), including guidance on School swimming and water safety, and sixty (60) minutes of activity per day.
- 4.4 The Programme must be designed and delivered in line with the best practice in the School sport sector, notably that: the delivery plan is underpinned by robust evidence and is vigorous, stimulating, and enjoyable for participants. It

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should also be suitable for all phases and School types, including special schools and alternative provision.

- 4.5 Each participating School must have sufficient children engaging with the Programme to ensure that the activities offered are cost effective and represent good value for money.
- 4.6 The opportunities must include feedback mechanisms, to assess whether participants have benefitted from the opportunities provided. See Paragraph 4.24 below.

Working with the Buyer's independent evaluator

- 4.7 See Paragraph 5 for more detail on the requirements for working with the independent evaluator. The baseline data set agreed prior to delivery of the Programme, and as required by the evaluator during the delivery of the Programme, is set out in Paragraph 5.2.

Working with Schools

- 4.8 The Supplier shall work with Schools to enable the Schools to deliver new or enhanced provision that will provide an increase in the range of face-to-face sports opportunities for children and the wider community, using sector best practice regarding physical activities being physically challenging while enjoyable. This shall include the School swimming and water safety element of the Programme, working with Schools that have swimming pools to increase the use of these facilities, ensuring Schools are able to keep their pools open during and outside of the School day and make best use of these facilities for both children and the wider community.
- 4.9 The Supplier shall develop guidance, which the Buyer must Approve within ten (10) Working Days of the Supplier providing such draft guidance, that will set clear expectations around the aims of the new funding, and the type of provision expected to be delivered, including:
 - 4.9.1 the eligibility criteria for Schools to apply for funding;
 - 4.9.2 the restrictions on how funding can be spent (and exemptions, such as where Schools wish to collaborate on a larger project); and
 - 4.9.3 the reporting requirements that Schools must meet if in receipt of funding.
- 4.10 The Supplier shall calculate the number of hours of additional usage of School sports facilities beyond the School day during financial year 2022/23 and work to increase this number in financial years 2023/24 and 2024/25. The hours figure will be calculated by multiplying the additional number of hours that a School sports facility is opened by the average number of Attendances of children and members of the wider community each hour.

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- 4.11 The Supplier shall make Schools aware of further opportunities to open their sports facilities sustainably beyond the end of their participation in the Programme. Moreover, the Supplier shall provide participating Schools with knowledge and understanding of the local community opportunities available to be able to signpost similar opportunities to children in their Schools following the end of their participation in the Programme.
- 4.12 The Supplier shall, as set out in the Service Levels, identify a network of at least **1,350** Schools over the Contract Period, broadly spread across all 9 English Regions, to deliver the Programme. That network should cover a range of Schools, including primary, secondary, special, and alternative provision.
- 4.13 In order to address one of the Buyer's social value priorities for this Contract namely, tackling economic inequality, the Programme's network of Schools must, as set out in the Service Levels, contain at least **150** Schools in each of the English Regions, with a focus on identifying more Schools in areas of higher social deprivation.

Working with participants

- 4.14 The Supplier shall ensure that participants are provided with:
- 4.14.1 a range of vigorous, stimulating, and enjoyable opportunities to take part in physical activity and sport, in addition to that experienced within PE lessons and extra-curricular activities; and
- 4.14.2 the signposting to continue to take part in the same or similar activities in their local community, following the end of their participation in the Programme.
- 4.15 Over the course of the Contract Period, the Supplier shall, as set out in the Service Levels, deliver the Programme to at least [REDACTED] individual children and young people (aged 5 to 16) and at least [REDACTED] individual community users.
- 4.16 As set out in the Service Levels, the Supplier shall deliver the Programme of local opportunities which engage children in sport and physical activity on School sites outside the core School day to an aspirational target of [REDACTED] participants (including [REDACTED] children and young people aged 5 to 16) during financial year 2022/23.
- 4.17 As set out in the Service Levels, the Supplier shall deliver the Programme of local opportunities which engage children in sport and physical activity on School sites outside the core School day to [REDACTED] participants (including at least [REDACTED] children and young people aged 5 to 16) during financial year 2023/24.
- 4.18 As set out in the Service Levels, the Supplier shall deliver the Programme of

local opportunities which engage children in sport and physical activity on

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School sites outside the core School day [REDACTED] participants (including at least [REDACTED] children and young people aged 5 to 16) during financial year 2024/25.

- 4.19 As set out in the Service Levels and in addition to delivering opportunities which engage children in sport and physical activity, the Supplier shall deliver the School community element of the Programme. This will consist of local opportunities which engage members of the wider community. The Buyer expects the funding provided by the Buyer for this community element to be significantly less than the funding provided by the Buyer for children's activities, but the Supplier shall ensure it provides opportunities to not less than [REDACTED] community participants in financial year 2023/24 and not less than [REDACTED] community participants in financial year 2024/25.

Local action plans

- 4.20 The Programme must offer local opportunities for sports and physical activities that are suited to the locality/local community, depending on local needs, as agreed with local Schools, and as Approved by the Buyer via signoff of a local action plan.

Delivery of the Programme

- 4.21 The Programme will be delivered throughout the Contract Period.
- 4.22 The Supplier must implement a project management and planning programme in accordance with this Schedule; this will assure the Buyer that the Programme is being run in accordance with Good Industry Practice, including value for money, risk management and data protection.
- 4.23 The Supplier will be responsible for building relationships with and supporting participating Schools to open their sports facilities beyond the School day and provide sport and physical activity opportunities for children and members of the wider community. The Supplier will also be responsible for communicating with Schools and participants to provide any support as necessary throughout the Programme. The Supplier will provide the Buyer with the School Contact Data in accordance with Table 1 (Milestones) to this Schedule 2 (Specification) below.
- 4.24 The Supplier will be responsible for gathering anonymous feedback from Schools and participants ("**End User Feedback**") and will be required to report this to the Buyer at the end of each Contract Year. The Supplier shall ensure that, in each Contract Year, no less than 95% of participating Schools and 20% of participants provide End User Feedback. The Parties shall, promptly following the Effective Date, agree the required scope of End User Feedback.

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5 Data Collection

- 5.1 Data collection by the Supplier is critical to inform need and allocation of funding, and to establish a baseline for the Buyer and the independent evaluator's evaluation and benefits management.
- 5.2 In the first stage of the Programme, the Supplier will be responsible for collecting a minimum set of data from Schools on their current offer, including:
 - 5.2.1 number and range of activities offered;
 - 5.2.2 number of sessions;
 - 5.2.3 length of sessions;
 - 5.2.4 capacity (i.e., number of spaces);
 - 5.2.5 take up (for both children and community users); and
 - 5.2.6 hours facilities are open.
- 5.3 The initial data outlined in Paragraph 5.2 above must be collected prior to any work being done and should reflect the current offer prior to delivery of the Programme. Ideally, the Supplier should collect this data from all Schools which apply or express an interest in the Programme, regardless of whether they are selected or not. The Supplier must report the initial data to the Buyer and the independent evaluator within eight (8) weeks of the independent evaluator's appointment ("**Initial Data Report**").
- 5.4 Ongoing reporting requirements to the Buyer are outlined in Table 1 to this Schedule.
- 5.5 There will be independent evaluations of the Programme during the Contract Period and, subject to Schedule 20 (Data Protection), the Supplier will be expected to:
 - 5.5.1 share data with the evaluator (such as the data about School offer, other Programme management information, and School Contact Data);
 - 5.5.2 discuss data collection methods with the evaluator;
 - 5.5.3 work with the evaluator to design and continuously improve data collection; and
 - 5.5.4 participate in evaluation activities such as interviews, or provision of Programme documentation, as needed by the evaluator.

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6 Social value priorities

6.1 These are the Buyer's social value priorities in this procurement:

6.1.1 Tackling economic inequality. This is further described in Paragraph 4.13 of this Schedule.

6.1.2 Equal opportunity. The Buyer is aware that there are clear health inequalities in relation to physical inactivity. Therefore, the Supplier shall ensure the Programme promotes physical activity to citizens who find it hard to access opportunities to achieve the daily-recommended levels of physical activity. This includes people from some Black, Asian and minority ethnic (BAME) groups and poorer backgrounds, females, and those with special educational needs and/or disabilities (SEND).

Schedule 2 (Specification)**TABLE 1: MILESTONES**

MILESTONES			
CONTRACT YEAR 1			
Milestone number	Type	Description	Indicative milestone date
Identifying Schools and participants			
1.1	Delivery	<p>The Supplier shall develop guidance, which must be Approved, that will set clear expectations around the aims of the new funding, including:</p> <ul style="list-style-type: none"> the eligibility criteria for Schools to apply for funding; the restrictions on how funding can be spent (and exemptions, such as where Schools wish to collaborate on a larger project); and the reporting requirements that Schools must meet if in receipt of funding. 	

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1.2	Planning	<p>The Supplier shall develop a communication and engagement strategy to contact and recruit eligible Schools. Such strategy must be Approved within ten (10) Working Days of the Supplier providing a draft strategy.</p> <p>This must include details of how the Supplier will:</p> <ul style="list-style-type: none"> • allocate resources to deliver the strategy; • identify Schools; • contact those Schools; • encourage Schools to sign up to the Programme; • target Schools in priority areas such as socially deprived areas so as to achieve the Buyer's social value priorities in this Contract; • target participants from Black, Asian and minority ethnic groups and poorer backgrounds, females, and those with special educational needs and/or disabilities so as to achieve the Buyer's social value priorities in this Contract; and • ensure that it has a range of Schools (including primary, secondary, special, and alternative provision) in all of the English Regions so as to achieve the Buyer's social value priorities in this Contract. 	
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1.3	Delivery	<p>The Supplier shall:</p> <ul style="list-style-type: none"> • implement the Approved communication and engagement strategy; • measure interest in the Programme on a weekly basis and implement mechanisms for improving low participation rates; • provide support and guidance for eligible Schools; and • follow up with all eligible Schools in priority areas such as socially deprived areas so as to achieve the Buyer's social value priorities in this Contract. 	
1.4	Delivery	<p>The Supplier shall provide the Buyer with a detailed plan of how the Supplier will deliver the Programme with the Schools that participate in the Programme during the Contract Period. Such plan must be Approved. The plan must set out how the Supplier will:</p> <ul style="list-style-type: none"> • work with Schools to put in place a programme of physical/sporting activities (which may include swimming) based on the School estate outside of the School day (except that swimming may take place during the School day); • identify national and local sporting clubs/organisation to run physical/sporting activities on the School premises; • link up national and local sporting clubs/organisations with Schools; and • monitor the Programme (including collecting and sharing management information with the Buyer). 	

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1.4.1	Delivery	<p>The Supplier shall provide the Buyer with:</p> <ul style="list-style-type: none"> a report on which Schools have been contacted (broken down by English Region and categorised by type of School (such as primary, secondary, special or alternative provision), and locality (if in an area of higher social deprivation)), the method used to contact them and their response in a table ("School Contacts Report"); and a list of Schools that have signed up to deliver the Programme (broken down by English Region and categorised by type of School (such as primary, secondary, special or alternative provision), and locality (if in an area of higher social deprivation)) ("Recruited Schools Report"). 	
1.4.2	Delivery	The Supplier shall provide the Buyer with a report on the number of schemes in each English Region which are targeted at increasing Attendances from Black, Asian and minority ethnic groups, poorer backgrounds (those eligible for free school meals), females and those with special educational needs and/or disabilities (broken down by English Region) (" Equal Opportunities Report ").	
1.5	Planning	The Supplier shall collect and share the Initial Data Report with the Buyer and the independent evaluator.	
Connecting School facilities to national and local sports organisations/clubs			
1.6	Planning	The Supplier shall identify national and local sporting/physical activity providers that can deliver out of School hours provision on the School estate, and issue a report to the Buyer to include what national and local sporting/physical activity providers have been contacted, the method used to contact them and if/how they have been linked to Schools (" National and Local Provider and School Connections Report ").	

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1.8	Planning	The Supplier shall link up national and local sports clubs/providers with the Schools.	
Making the out-of-hours opening of School sports facilities viable			
1.9	Delivery	<p>The Supplier shall:</p> <ul style="list-style-type: none"> • deliver year 1 of the Programme; • measure interest in the Programme on a weekly basis and implement mechanisms for improving low participation rates; • provide support and guidance for eligible Schools; and • work with eligible Schools to ensure that the Programme is sustainable beyond the Contract Period. 	
1.10	Delivery	<p>The Supplier must ensure that the Programme-delivered sessions will offer good value for money, by considering:</p> <ul style="list-style-type: none"> • the number of children and young people participating in sporting/physical activities on the School estate outside of the School day; • the number of hours each facility is open; • the number of sessions offered outside of the School day; and • the number of community users participating in sporting/physical activities on the School estate. 	

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1.10.1	Delivery	<p>The Supplier shall report to the Buyer the following information, broken down by each English Region:</p> <ul style="list-style-type: none"> • the number of School facilities open in the evening, after the School day has finished; • the number of School facilities open at weekends; • the number of School facilities open during School holidays; and • the number of hours the facility is open, <p>the ("Out of Hours Data Report").</p>	
1.11	Delivery	<p>The Supplier shall report on how many Schools have opened their facilities for sporting/physical activities out of School hours, including:</p> <ul style="list-style-type: none"> • the type of facility that has been opened outside of the School day; • the type of activities that have been undertaken; • the number of hours each facility is open; • the number of sessions offered outside of the School day; • the number of children and young people participating in sporting/physical activities on the School estate outside of the School day; and • the number of community users participating in sporting/physical activities on the School estate, <p>the ("Programme Progress Report").</p>	
1.12	Review	<p>The Supplier shall collect data on each School offer and the School Contact Data and share this with the independent evaluator and the Buyer.</p>	

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1.13	Review	The Supplier shall feed back to the Buyer in an end of year report, which must review the following: successes; barriers; risks; issues; lessons learned; and sustainability of the Programme (" End of Year Report ").	
CONTRACT YEAR 2			
Milestone number	Type	Description	Indicative milestone date
Identifying Schools			
2.1	Delivery	<p>The Supplier shall increase the number of Schools participating in the Programme by at least 300, including:</p> <ul style="list-style-type: none"> identifying new Schools; supporting Schools in priority areas, such as socially deprived areas, to join the Programme so as to achieve the Buyer's social value priorities in this Contract; and supporting Schools from Contract Year 1 that need additional support to participate. 	
Connecting School facilities to national and local sports organisations/clubs			
2.2	Delivery	The Supplier shall identify national and local sporting/physical activity providers that can deliver out of School hours provision on the School estate, and issue the National and Local Provider and School Connections Report to the Buyer.	

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2.4	Delivery	The Supplier shall link up national and local sports clubs/providers with the Schools.	
Making the out-of-hours opening of School sports facilities viable			
2.5	Delivery	<p>The Supplier shall:</p> <ul style="list-style-type: none"> • deliver year 2 of the Programme; • measure interest in the Programme on a weekly basis and implement mechanisms for improving low participation rates; • provide support and guidance for eligible Schools; and • work with eligible Schools to ensure that the Programme is sustainable beyond the Contract Period. 	
2.5.1	Delivery	The Supplier shall issue the Out of Hours Data Report to the Buyer.	
2.5.2	Delivery	<p>The Supplier shall provide the Buyer with the following:</p> <ul style="list-style-type: none"> • School Contacts Report; 	

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		<ul style="list-style-type: none"> Recruited Schools Report; and Equal Opportunities Report. 	
2.6	Delivery	The Supplier shall provide the Buyer with the Programme Progress Report.	
2.6.1	Review	The Supplier shall collect data on each School offer, School Contact Data and other management information that may have been requested by the Buyer prior to the start of Contract Year 2 and share this with the independent evaluator and the Buyer.	
2.7	Review	The Supplier shall feed back to the Buyer in an End of Year Report, which must be in a format that allows the easy comparison of Contract Year 1 and Contract Year 2.	

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CONTRACT YEAR 3			
Milestone number	Type	Description	Indicative milestone date
Identifying Schools			
3.1	Delivery	<p>The Supplier shall increase the number of Schools participating in the Programme by at least 250, including:</p> <ul style="list-style-type: none"> identifying new Schools; supporting Schools in priority areas, such as socially deprived areas, to join the Programme so as to achieve the Buyer's social value priorities in this Contract; and supporting Schools from Contract Year 1 and Contract Year 2 that need additional support to participate. 	
Connecting School facilities to national and local sports organisations/clubs			
3.2	Delivery	The Supplier shall identify national and local sporting/physical activity providers that can deliver out of School hours provision on the School estate, and issue the National and Local Provider and School Connections Report to the Buyer.	
3.4	Delivery	The Supplier shall link up national and local sports clubs/providers with the Schools.	

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Making the out-of-hours opening of School sports facilities viable			
3.5	Delivery	<p>The Supplier shall:</p> <ul style="list-style-type: none"> • deliver year 3 of the Programme; • measure interest in the Programme on a weekly basis and implement mechanisms for improving low participation rates; • provide support and guidance for eligible Schools; and • work with eligible Schools to ensure that the Programme is sustainable beyond the Contract Period. 	
3.5.1	Delivery	The Supplier shall issue the Out of Hours Data Report to the Buyer.	

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3.5.2	Delivery	<p>The Supplier shall provide the Buyer with the following:</p> <ul style="list-style-type: none">• School Contacts Report;• Recruited Schools Report; and• Equal Opportunities Report.	<div></div> <div></div>
3.6	Delivery	<p>The Supplier shall provide the Buyer with the Programme Progress Report.</p>	<div></div>

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3.7.1	Review	The Supplier shall collect data on each School offer, School Contact Data and other management information that may have been requested by the Buyer prior to the start of Contract Year 3 and share this with the independent evaluator and the Buyer.	
3.7	Review	The Supplier shall feed back to the Buyer in an End of Year Report, which must be in a format that allows the easy comparison of Contract Year 1, Contract Year 2 and Contract Year 3.	
3.8	Review	The Supplier shall collect up-to-date data on each School offer, School Contact Data and other management information as required and share this with the independent evaluator and the Buyer.	

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Schedule 3 (Charges)

1. Definitions

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

"Bank Account"	means the designated client premium account set up by the Supplier in accordance with Paragraph 4.4 of this Schedule;
"Charges"	the charges (exclusive of any applicable VAT) payable to the Supplier by the Buyer under this Contract, calculated in accordance with Paragraph 3.2 (Charges) of this Schedule, for the full and proper performance by the Supplier of its obligations under this Contract;
"Costs"	means the costs that are reasonably and properly incurred by the Supplier (or its relevant Subcontractors, members, agents, contractors and/or personnel) in providing the Services and/or any Termination Assistance, such costs: <ul style="list-style-type: none"> a) to be in line with the budget parameters set out in Annex 1 (Charges and Payments to Schools) to this Schedule 3 (Charges); and b) in respect of those that relate to the Services, to be limited to the level of Maximum Charges in the relevant Contract Year;
"CPI"	has the meaning set out in Paragraph 6.1 (Indexation) of this Schedule;
"Maximum Charges"	the amounts set out in the column 'Maximum Charges' of the table set out in Part A (Charges) of Annex 1 (Charges and Payments to Schools) to this Schedule 3 (Charges);
"Maximum Payments to Schools"	the amounts set out in the column 'Maximum Payments to Schools' of the table set out in Part B (Payments to Schools) of Annex 1 (Charges and Payments to Schools) to this Schedule 3 (Charges);
"Payment Request"	has the meaning set out in Paragraph 4.6 of this Schedule;

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"Payments to Schools"	has the meaning set out in Paragraph 4.2 of this Schedule;
"Supplier's Estimated Costs Spreadsheet"	has the meaning set out in Annex 1 (Charges and Payments to Schools) to this Schedule 3 (Charges);
"Supporting Documentation"	has the meaning set out in Paragraph 4.11 of this Schedule;

2. How Charges are Calculated

- 2.1 This Schedule details:
- 2.1.1 the Charges which shall be calculated and paid in accordance with Paragraph 3 below; and
 - 2.1.2 the Payments to Schools which shall be calculated and paid in accordance with Paragraph 4 below.
- 2.2 For the avoidance of doubt "Charges" shall comprise of only the Costs incurred by the Supplier. The Payments to Schools will be administered and facilitated by the Supplier as part of the Services, but such payments shall not constitute Charges for the purposes of this Contract.
- 2.3 The Costs cannot be increased except as specifically permitted by this Schedule.
- 2.4 Any Variation to the Costs must be agreed between the Supplier and the Buyer and implemented in accordance with Paragraph 5 below.

3. Charges

- 3.1 In any Contract Year the Charges shall not exceed the Maximum Charges for the relevant Contract Year.
- 3.2 Subject to Paragraph 3.1 above, the Charges shall be calculated as the actual Costs incurred by the Supplier in the relevant period **less**, where applicable, any Service Credits to be deducted against the Charges (as calculated in accordance with Schedule 10 (Service Levels)).
- 3.3 Subject to Paragraph 3.2 above, the Supplier shall invoice the Buyer monthly in arrears for the Charges plus any VAT (if applicable).
- 3.4 Where Service Credits are to be credited to the Buyer in relation to the Services Levels in a Contract Year, the relevant Service Credit shall be calculated and deducted against the Costs in accordance with Paragraph 2 (Service Credits) of Part B (Performance Monitoring) to Schedule 10 (Service Levels).
- 3.5 Invoices for the Charges shall be submitted and paid in accordance with the provisions of Clause 4 (Pricing and Payments) of the Core Terms. For the avoidance of doubt, Payments to Schools will be paid by the Buyer in accordance with the timelines set out in Paragraph 4.9 of this Schedule 3 (Charges).

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- 3.6 At the end of the Month in which the Effective Date took place, the Supplier shall invoice the Buyer for any work carried out in relation to this Contract prior to the Effective Date until the end of such Month.

4. Payments to Schools

- 4.1 In any Contract Year the Payments to Schools shall not exceed the Maximum Payments to Schools for the relevant Contract Year.
- 4.2 Subject to Paragraph 4.1 above, payments to Schools shall be made in respect of:
- 4.2.1 work carried out by Schools in preparation for delivery of their session activity – this funding may be claimed and will be paid upon receipt of evidence that the preparatory activity has been completed (e.g. that equipment has been ordered); and
- 4.2.2 the delivery of session activity by the Schools – this funding may be claimed and will be paid upon receipt of evidence that the session activity has been completed,

in accordance with the local action plans agreed with such Schools by the Supplier from time to time, and as Approved by the Buyer in accordance with Schedule 2 (Specification) ("**Payments to Schools**").

- 4.3 For the avoidance of doubt, the two payments detailed in Paragraph 4.2 above for each School can be claimed in separate Contract Years.
- 4.4 Within eight (8) weeks from the Effective Date, the Supplier shall establish a client premium account with Barclays Bank plc in the name "Active Partnerships – re OSF" and notify the Buyer of the account details (the "**Bank Account**"). The Supplier shall ensure that a representative for the Buyer shall be able to have user access to the Bank Account for the purpose of monitoring payments in to and out of the Bank Account.
- 4.5 The Bank Account shall be used solely in respect of receiving Payments to Schools from the Buyer and to pass those payments on to Schools in accordance with this Contract. The Supplier shall ensure that the funds in the Bank Account are at all times ring fenced from any other monies of the Supplier, and that the funds in the Bank Account are held on trust for the benefit of the Buyer until such funds are paid out to Schools.

4.6



- 4.7 The Payment Request shall be in an excel spreadsheet and include the following information:

- 4.7.1 Name of School;
- 4.7.2 Amount of payment required for such School;
- 4.7.3 Whether the amount is net or gross of VAT;

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- 4.7.4 Total Payment to Schools amount required to be paid under such Payment Request.
- 4.8 For the avoidance of doubt, the Payment Request to be submitted under Paragraph 4.6 above is in addition to the Performance Monitoring Report.
- 4.9 Within 5 Working Days of receipt of the Payment Request the Buyer shall, save where it has outstanding concerns or questions in relation to any Payment Request, make a payment equal to the total Payment to Schools amount set out in such Payment Request to the Bank Account. Where the Buyer has any concerns or questions about one or more requests for funding from Schools, it shall nonetheless make a payment to cover all undisputed requests for funding within the above 5 Working Day period.
- 4.10 The Supplier shall, following receipt of the Payment to Schools amount to the Bank Account, effect the onward transmission of such Payment to Schools to the relevant Schools as set out in the Payment Request. The Payment to Schools payment shall be effected by the Supplier as soon as reasonably possible after the receipt of the monies from the Buyer in accordance with Paragraph 4.9 above and, in any event, within 5 Working Days of receipt of the payment from the Buyer.
- 4.11 The Supplier shall ensure that it, its Subcontractors, members, agents, contractors, personnel and/or the relevant School maintain all supporting documentation (including supplier invoices and/or evidence of completed delivery of the relevant programme) ("**Supporting Documentation**") to fully evidence the payments required to each School as set out in the Payment Request.
- 4.12 In addition to any other audit and inspection rights that the Buyer may have pursuant to this Contract, within 20 Working Days of a request from the Buyer, the Supplier make available to the Buyer any Supporting Documentation that it may require from time to time in order to verify the accuracy of the Payment Request.
- 4.13 The Supplier shall not, under any circumstances (other than fraud), be required to reimburse the Buyer in respect of any Payments to Schools.

5. Events that Allow the Supplier to Change the Costs

- 5.1 The Costs can be varied (and Annex 1 (Charges and Payments to Schools) will be updated accordingly) due to:
 - 5.1.1 a Specific Change in Law in accordance with Clauses 28.7 to 28.8 of the Core Terms;
 - 5.1.2 a request from the Supplier, which it can make at any time in accordance with the Variation Procedure, to decrease the Costs;
 - 5.1.3 indexation, where Annex 1 (Charges and Payments to Schools) states that a particular Cost or any component is "subject to Indexation" in which event Paragraph 6 below shall apply.
- 5.2 Where the Supplier is proposing to vary the nature and extent of any individual Cost (as compared with the estimated Costs set out in the embedded spreadsheet entitled 'Supplier's Estimated Costs' at Annex 1

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(Charges and Payments to Schools) to this Schedule 3 (Charges)), it shall comply with the procedure set out in Annex 1 (Charges and Payments to Schools) to this Schedule 3 (Charges) before implementing such proposed Variation.

6. Indexation

- 6.1 Where the Costs are stated to be "subject to Indexation" in Annex 1 (Charges and Payments to Schools) to this Schedule 3 (Charges) they are permitted to be adjusted in line with changes in the Consumer Price Index ("**CPI**") in accordance with Paragraph 6.4 below, but in no event shall exceed the Maximum Charges. All other costs, expenses, fees and charges shall not be adjusted to take account of any inflation, change to exchange rate, change to interest rate or any other factor or element which might otherwise increase the cost to the Supplier.
- 6.2 Costs shall be Indexed on 1 April 2024 to reflect the percentage change in the CPI over the period from the Start Date to 31 March 2024.
- 6.3 Where the CPI Index:
 - 6.3.1 used to carry out an indexation calculation is updated (for example due to it being provisional) then the indexation calculation shall also be updated unless the Buyer and the Supplier agree otherwise;
 - 6.3.2 is no longer published, the Buyer and the Supplier shall agree a fair and reasonable replacement that will have substantially the same effect.
- 6.4 The Parties shall comply with the Variation Procedure to record in writing any adjustments to the Supplier's Estimated Costs Spreadsheet due to Indexation.

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Annex 1: Charges and Payments to Schools

This Annex sets out details of the Charges and Payments to Schools over the Contract Period and during each Contract Year.

A detailed breakdown of the Supplier's estimated Costs is included in the embedded spreadsheet entitled 'Supplier's Estimated Costs' (the "**Supplier's Estimated Costs Spreadsheet**"). These are estimated Costs and are included for budgeting and cash flow purposes. Each item of Costs are subject to Indexation. The Charges will be based on actual Costs incurred in accordance with this Schedule 3 (Charges).

Where the Supplier's Costs in relation to any individual item of expenditure (each line item in the Supplier's Estimated Costs Spreadsheet) is anticipated to vary:

- (a) from the estimated level of expenditure in the Supplier's Estimated Costs Spreadsheet by an amount up to and including +/- 10% of the original estimated figure, the Supplier shall be entitled to incur such varied expenditure without the Buyer's Approval and such change shall not be considered to be a Variation; or
- (b) from the estimated level of expenditure in the Supplier's Estimated Costs Spreadsheet by more than +/- 10% of the original estimated figure (regardless of whether or not such change is due to Indexation), the Parties shall comply with the Variation Procedure to implement such Variation before the Supplier incurs the varied expenditure.

As provided for in Paragraph 3.1 of this Schedule 3 (Charges), the Charges shall not exceed the Maximum Charges.

Part A – Charges

Period	Maximum Charges
Contract Year 1 – calculated and paid in accordance with Paragraph 3 of this Schedule	£1,898,248.00
Contract Year 2 – calculated and paid in accordance with Paragraph 3 of this Schedule	£1,891,351.37
Contract Year 3 – calculated and paid in accordance with Paragraph 3 of this Schedule	£1,897,727.07

Schedule 3 (Charges)
Crown Copyright 2022**Part B – Payments to Schools**

Period	Maximum Payments to Schools
Contract Year 1 – paid in accordance with Paragraph 4 of this Schedule	£17,100,000.00
Contract Year 2 – paid in accordance with Paragraph 4 of this Schedule	£16,832,500.00
Contract Year 3 – paid in accordance with Paragraph 4 of this Schedule	£17,099,750.00

Supplier's Estimated CostsSupplier's Estimated
Costs.xlsx

Schedule 4 (Tender)
Crown Copyright 2022

Schedule 4 (Tender)



AP-amends to MSC
contract.docx



YST Letter Opening
School Facilities.doc



Youth Sport Trust
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Schedule 4 (Tender)
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Consortium
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TQ6 Supporting
Information_Active P



TQ6
Response_Active Par



TQ5 Response
_Active Partnerships



TQ4
Response_Active Par



TQ3
Response_Active Par



TQ2
Response_Active Par



TQ1 Supporting
Information_Active P



TQ1 Response_Active
Partnerships.docx

Schedule 4 (Tender)

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SVQ4

Response_Active Par



SVQ3

Response_Active Par



SVQ2

Response_Active Par



SVQ1

Response_Active Par

Schedule 5 (Commercially Sensitive Information)

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Schedule 5 (Commercially Sensitive Information)**1. What is the Commercially Sensitive Information?**

1.1 In this Schedule the Parties have sought to identify:

1.1.1 the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would ordinarily be the subject of an exemption under the FOIA and the EIRs; and

1.1.2 any relevant information which may fall outside the scope of Information.

1.2 Without prejudice to the Buyer's obligation to disclose Information in accordance with FOIA or Clause 20 (When you can share information), the Buyer will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

No.	Date	Item(s)	Duration of Confidentiality
1	the Start Date	The Supplier's Estimated Costs Spreadsheet	Contract Period
2	the Start Date	Payment Requests to be submitted in accordance with Paragraph 4.6 of Schedule 3 (Charges)	Contract Period
3	the Start Date	Completed Pricing and Participation Schedule as set out in Schedule 4 (Tender)	Contract Period
4	the Start Date	Liability caps within Clauses 15.3 and 15.5 of the Core Terms	Contract Period
5	the Start Date	Paragraph 3 of Schedule 24 (Financial Difficulties) and any notices or management accounts provided under it	Contract Period
6	the Start Date	the rows setting out the Costs in the tabs titled "Actual Spend Contract	Contract Period

Schedule 5 (Commercially Sensitive Information)

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No.	Date	Item(s)	Duration of Confidentiality
		Year 1", "Actual Spend Contract Year 2" and "Actual Spend Contract Year 3" of the spreadsheet titled "OSF Financial and Service Level Report" submitted by the Supplier as part of the Performance Monitoring Reports in accordance with Part B of Schedule 10 (Service Levels)	

Schedule 6 (Transparency Reports)

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Schedule 6 (Transparency Reports)

- 1.1 The Supplier recognises that the Buyer is subject to PPN 01/17 Update to Transparency Principles v1.1 (<https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>). The Supplier shall comply with the provisions of this Schedule in order to assist the Buyer with its compliance with its obligations under that PPN.
- 1.2 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency and in the format referred to in the Annex of this Schedule.

Schedule 6 (Transparency Reports)

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Annex A: List of Transparency Reports

Title	Content	Format	Frequency
End of Year Report	As set out in Schedule 2 (Specification)	As set out in Schedule 2 (Specification)	As set out in Schedule 2 (Specification)
End User Feedback	As set out in Schedule 2 (Specification)	As set out in Schedule 2 (Specification)	As set out in Schedule 2 (Specification)
Initial Data Report	As set out in Schedule 2 (Specification)	As set out in Schedule 2 (Specification)	As set out in Schedule 2 (Specification)
National and Local Provider and School Connections Report	As set out in Schedule 2 (Specification)	As set out in Schedule 2 (Specification)	As set out in Schedule 2 (Specification)
Out of Hours Data Report	As set out in Schedule 2 (Specification)	As set out in Schedule 2 (Specification)	As set out in Schedule 2 (Specification)
Performance Monitoring Report	As set out in Schedule 10 (Service Levels), except that only the "Delivery Funding Total" in the tabs titled "Actual Spend Contract Year 1", "Actual Spend Contract Year 2" and "Actual Spend Contract Year 3" must be shared	As set out in Schedule 10 (Service Levels)	As set out in Schedule 10 (Service Levels)
Programme Progress Report	As set out in Schedule 2 (Specification)	As set out in Schedule 2 (Specification)	As set out in Schedule 2 (Specification)
Recruited Schools Report	As set out in Schedule 2 (Specification)	As set out in Schedule 2 (Specification)	As set out in Schedule 2 (Specification)

Schedule 6 (Transparency Reports)

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Rectification Plan (where initiated in accordance with Clause 11 of the Core Terms)	As set out in Clause 11 of the Core Terms	As set out in Clause 11 of the Core Terms	As set out in Clause 11 of the Core Terms
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Schedule 7 (Staff Transfer)
Crown Copyright 2022

Schedule 7 (Staff Transfer)

1. Definitions

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

"Employee Liability"

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

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

Schedule 7 (Staff Transfer)
Crown Copyright 2022

Date and also including any payments arising in respect of pensions;

- (f) claims whether in tort, contract or statute or otherwise;
- (g) any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;

"Former Supplier"	a supplier supplying the Services to the Buyer before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any subcontractor of such supplier (or any subcontractor of any such subcontractor);
"New Fair Deal"	the revised Fair Deal position set out in the HM Treasury guidance: <i>"Fair Deal for staff pensions: staff transfer from central government"</i> issued in October 2013 including any amendments to that document immediately prior to the Relevant Transfer Date;
"Notified Subcontractor"	a Subcontractor identified in the Annex E1 to this Schedule to whom Transferring Buyer Employees and/or Transferring Former Supplier Employees will transfer on a Relevant Transfer Date;
"Replacement Subcontractor"	a subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any subcontractor of any such subcontractor);
"Relevant Transfer"	a transfer of employment to which the Employment Regulations applies;
"Relevant Transfer Date"	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place;
"Service Transfer"	any transfer of the Services (or any part of the Services), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;

Schedule 7 (Staff Transfer)

Crown Copyright 2022

"Service Transfer Date"	the date of a Service Transfer or, if more than one, the date of the relevant Service Transfer as the context requires;
"Staffing Information"	in relation to all persons identified on the Supplier's Provisional Supplier Staff List or Supplier's Final Supplier Staff List, as the case may be, all information required in Annex E2 in the format specified and with the identities of Data Subjects anonymised where possible. The Buyer may acting reasonably make changes to the format or information requested in Annex E2 from time to time;
"Supplier's Final Supplier Staff List"	a list provided by the Supplier of all Supplier Staff who will transfer under the Employment Regulations on the Service Transfer Date;
"Supplier's Provisional Supplier Staff List"	a list prepared and updated by the Supplier of all Supplier Staff who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;
"Transferring Buyer Employees"	those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date;
"Transferring Former Supplier Employees"	in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date; and
"Transferring Supplier Employees"	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Relevant Transfer Date.

2. Interpretation

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

Schedule 7 (Staff Transfer)

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3. Which parts of this Schedule apply

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

3.1 Part C (No Staff Transfer On Start Date)

3.2 Part E (Staff Transfer on Exit)

3.2.1 Annex E1 (List of Notified Subcontractors)

3.2.2 Annex E2 (Staffing Information)

Schedule 7 (Staff Transfer)
Crown Copyright 2022

Part C: No Staff Transfer on the Start Date

1. What happens if there is a staff transfer

- 1.1 The Buyer and the Supplier agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of the Buyer and/or any Former Supplier.
- 1.2 Subject to Paragraphs 1.3, 1.4 and 1.7, if any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that his/her contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Subcontractor pursuant to the Employment Regulations then:
 - 1.2.1 the Supplier shall, and shall procure that the relevant Subcontractor shall, within five (5) Working Days of becoming aware of that fact, notify the Buyer in writing and, where required by the Buyer, give notice to the Former Supplier;
 - 1.2.2 the Buyer and/or the Former Supplier may offer (or may procure that a third party may offer) employment to such person, or take such other steps as it considered appropriate to resolve the matter, within fifteen (15) Working Days of receipt of notice from the Supplier or the Subcontractor, provided always that such steps are in compliance with applicable Law;
 - 1.2.3 if such offer of employment is accepted, the Supplier shall, or shall procure that the Subcontractor shall, immediately release the person from its employment;
 - 1.2.4 if after the period referred to in Paragraph 1.2.2 no such offer has been made, or such offer has been made but not accepted, the Supplier may within five (5) Working Days give notice to terminate the employment of such person;

and subject to the Supplier's compliance with Paragraphs 1.2.1 to 1.2.4 and in accordance with all applicable employment procedures set out in applicable Law and subject also to Paragraphs 1.5 and 1.6:

- a) the Buyer will indemnify the Supplier and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Buyer's employees referred to in Paragraph 1.2 provided that the Supplier takes, or shall procure that the relevant Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities; and
- b) the Buyer will procure that the Former Supplier indemnifies the Supplier and/or any Subcontractor against all Employee Liabilities arising out of the termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2 provided that the Supplier takes, or shall procure that the relevant Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.

Schedule 7 (Staff Transfer)

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- 1.3 If any such person as is described in Paragraph 1.2 is neither re employed by the Buyer and/or the Former Supplier as appropriate nor dismissed by the Supplier and/or any Subcontractor within the fifteen (15) Working Day period referred to in Paragraph 1.2 such person shall be treated as having transferred to the Supplier and/or the Subcontractor (as appropriate) and the Supplier shall, or shall procure that the Subcontractor shall, comply with such obligations as may be imposed upon it under Law.
- 1.4 Where any person remains employed by the Supplier and/or any Subcontractor pursuant to Paragraph 1.3, all Employee Liabilities in relation to such employee shall remain with the Supplier and/or the Subcontractor and the Supplier shall indemnify the Buyer and any Former Supplier, and shall procure that the Subcontractor shall indemnify the Buyer and any Former Supplier, against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.
- 1.5 The indemnities in Paragraph 1.2 shall not apply to any claim:
 - 1.5.1 for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief;
 - 1.5.2 or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,
 in relation to any alleged act or omission of the Supplier and/or Subcontractor; or
 - 1.5.3 any claim that the termination of employment was unfair because the Supplier and/or any Subcontractor neglected to follow a fair dismissal procedure.
- 1.6 The indemnities in Paragraph 1.2 shall not apply to any termination of employment occurring later than three (3) Months from the Start Date.
- 1.7 If the Supplier and/or the Subcontractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Subcontractor and the Supplier shall (i) comply with the provisions of New Fair Deal, and (ii) indemnify the Buyer and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.

2. Limits on the Former Supplier's obligations

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

Schedule 7 (Staff Transfer)

Crown Copyright 2022

Part E: Staff Transfer on Exit**1. Obligations before a staff transfer**

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

- 1.1.1 receipt of a notification from the Buyer of a Service Transfer or intended Service Transfer;
- 1.1.2 receipt of the giving of notice of early termination of this Contract;
- 1.1.3 the date which is twelve (12) Months before the end of the Contract Period; and/or
- 1.1.4 receipt of a written request of the Buyer at any time (provided that the Buyer shall only be entitled to make one (1) such request in any six (6) Month period),

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

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

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

1.3 The Buyer shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Subcontractor.

1.4 The Supplier warrants, for the benefit of the Buyer, any Replacement Supplier, and any Replacement Subcontractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.

1.5 From the date of the earliest event referred to in Paragraphs 1.1.1, 1.1.2 and 1.1.3, the Supplier agrees that it shall not assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Staff List and shall, unless otherwise instructed by the Buyer (acting reasonably):

- 1.5.1 not replace or re-deploy any Supplier Staff listed on the Supplier's Provisional Supplier Staff List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces;
- 1.5.2 not make, promise, propose, permit or implement any material changes to the terms and conditions of (i) employment and/or (ii) pensions,

Schedule 7 (Staff Transfer)

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- retirement and death benefits (including not to make pensionable any category of earnings which were not previously pensionable or reduce the pension contributions payable) of the Supplier Staff (including any payments connected with the termination of employment);
- 1.5.3 not increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Staff save for fulfilling assignments and projects previously scheduled and agreed;
 - 1.5.4 not introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Staff List;
 - 1.5.5 not increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);
 - 1.5.6 not terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Staff List save by due disciplinary process;
 - 1.5.7 not dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to the Buyer and/or the Replacement Supplier and/or Replacement Subcontractor;
 - 1.5.8 give the Buyer and/or the Replacement Supplier and/or Replacement Subcontractor reasonable access to Supplier Staff and/or their consultation representatives to inform them of the intended transfer and consult any measures envisaged by the Buyer, Replacement Supplier and/or Replacement Subcontractor in respect of persons expected to be Transferring Supplier Employees;
 - 1.5.9 co-operate with the Buyer and the Replacement Supplier and the Replacement Subcontractor to ensure an effective consultation process and smooth transfer in respect of Transferring Supplier Employees in line with good employee relations and the effective continuity of the Services, and to allow for participation in any pension arrangements to be put in place to comply with New Fair Deal;
 - 1.5.10 promptly notify the Buyer or, at the direction of the Buyer, any Replacement Supplier and any Replacement Subcontractor of any notice to terminate employment given by the Supplier or received from any persons listed on the Supplier's Provisional Supplier Staff List regardless of when such notice takes effect; and
 - 1.5.11 not for a period of twelve (12) Months from the Service Transfer Date re-employ or re-engage or entice any employees, suppliers or Subcontractors whose employment or engagement is transferred to the Buyer and/or the Replacement Supplier (unless otherwise instructed by the Buyer (acting reasonably)).
- 1.6 On or around each anniversary of the Start Date and up to four (4) times during the last twelve (12) Months of the Contract Period, the Buyer may make written requests to the Supplier for information relating to the manner in which the Services are organised. Within twenty (20) Working Days of receipt of a written

Schedule 7 (Staff Transfer)

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request the Supplier shall provide such information as the Buyer may reasonably require which shall include:

- 1.6.1 the numbers of employees engaged in providing the Services;
 - 1.6.2 the percentage of time spent by each employee engaged in providing the Services; and
 - 1.6.3 a description of the nature of the work undertaken by each employee by location.
- 1.7 The Supplier shall provide all reasonable cooperation and assistance to the Buyer, any Replacement Supplier and/or any Replacement Subcontractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within five (5) Working Days following the Service Transfer Date, the Supplier shall provide to the Buyer or, at the direction of the Buyer, to any Replacement Supplier and/or any Replacement Subcontractor (as appropriate), in respect of each person on the Supplier's Final Supplier Staff List who is a Transferring Supplier Employee:
- 1.7.1 the most recent month's copy pay slip data;
 - 1.7.2 details of cumulative pay for tax and pension purposes;
 - 1.7.3 details of cumulative tax paid;
 - 1.7.4 tax code;
 - 1.7.5 details of any voluntary deductions from pay; and
 - 1.7.6 bank/building society account details for payroll purposes.

2. Staff transfer when this Contract ends

- 2.1 The Buyer and the Supplier acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of the termination of this Contract or otherwise) resulting in the Services being undertaken by a Replacement Supplier and/or a Replacement Subcontractor. Such change in the identity of the supplier of such services may constitute a Relevant Transfer to which the Employment Regulations will apply. The Buyer and the Supplier further agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disappplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Subcontractor (as the case may be) and each such Transferring Supplier Employee.
- 2.2 The Supplier shall, and shall procure that each Subcontractor shall, comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and

Schedule 7 (Staff Transfer)

Crown Copyright 2022

including) the Service Transfer Date and shall perform and discharge, and procure that each Subcontractor shall perform and discharge, all its obligations in respect of all the Transferring Supplier Employees arising in respect of the period up to (and including) the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions 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 Subcontractor (as appropriate); and (ii) the Replacement Supplier and/or Replacement Subcontractor.

2.3 Subject to Paragraph 2.4, the Supplier shall indemnify the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor against any Employee Liabilities arising from or as a result of:

- 2.3.1 any act or omission of the Supplier or any Subcontractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date;
- 2.3.2 the breach or non-observance by the Supplier or any Subcontractor occurring on or before the Service Transfer Date of:
 - a) any collective agreement applicable to the Transferring Supplier Employees; and/or
 - b) any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees which the Supplier or any Subcontractor is contractually bound to honour;
- 2.3.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Supplier or a Subcontractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;
- 2.3.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - a) in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and before the Service Transfer Date; and
 - b) in relation to any employee who is not identified in the Supplier's Final Supplier Staff List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier to the Buyer and/or Replacement Supplier and/or any Replacement Subcontractor, to the extent that the proceeding,

Schedule 7 (Staff Transfer)

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

Schedule 7 (Staff Transfer)

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- 2.5.2 the Supplier may offer employment to such person, or take such other reasonable steps as it considers appropriate to deal with the matter, within fifteen (15) Working Days of receipt of notice from the Replacement Supplier and/or Replacement Subcontractor, provided always that such steps are in compliance with Law;
- 2.5.3 if such offer of employment is accepted, or if the situation has otherwise been resolved by the Supplier or a Subcontractor, the Replacement Supplier and/or Replacement Subcontractor shall immediately release the person from its employment or alleged employment;
- 2.5.4 if after the period referred to in Paragraph 2.5.2 no such offer has been made, or such offer has been made but not accepted, or the situation has not otherwise been resolved, the Replacement Supplier and/or Replacement Subcontractor may within five (5) Working Days give notice to terminate the employment of such person;

and subject to the Replacement Supplier's and/or Replacement Subcontractor's compliance with Paragraphs 2.5.1 to 2.5.4 the Supplier will indemnify the Replacement Supplier and/or Replacement Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Supplier's employees referred to in Paragraph 2.5 provided that the Replacement Supplier takes, or shall procure that the Replacement Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.6 The indemnity in Paragraph 2.5 shall not apply to:

2.6.1 any claim for:

- a) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
- b) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

arising as a result of any alleged act or omission of the Replacement Supplier and/or Replacement Subcontractor; or

2.6.2 any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Subcontractor neglected to follow a fair dismissal procedure.

2.7 The indemnity in Paragraph 2.5 shall not apply to any termination of employment occurring later than six (6) Months from the Service Transfer Date.

2.8 If at any point the Replacement Supplier and/or Replacement Subcontractor accepts the employment of any such person as is described in Paragraph 2.5, such person shall be treated as a Transferring Supplier Employee and Paragraph 2.5 shall cease to apply to such person.

2.9 The Supplier shall comply, and shall procure that each Subcontractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Subcontractor shall perform and discharge, all its obligations in respect of any person identified in the

Schedule 7 (Staff Transfer)

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Supplier's Final Supplier Staff List before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:

2.9.1 the Supplier and/or any Subcontractor; and

2.9.2 the Replacement Supplier and/or the Replacement Subcontractor.

2.10 The Supplier shall promptly provide the Buyer and any Replacement Supplier and/or Replacement Subcontractor, in writing such information as is necessary to enable the Buyer, the Replacement Supplier and/or Replacement Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Replacement Supplier and/or Replacement Subcontractor shall promptly provide to the Supplier and each Subcontractor in writing such information as is necessary to enable the Supplier and each Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.

2.11 Subject to Paragraphs 2.9 and 2.12, the Buyer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Subcontractor and its Subcontractors against any Employee Liabilities arising from or as a result of:

2.11.1 any act or omission, whether occurring before, on or after the Service Transfer Date, of the Replacement Supplier and/or Replacement Subcontractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee;

2.11.2 the breach or non-observance by the Replacement Supplier and/or Replacement Subcontractor on or after the Service Transfer Date of:

a) any collective agreement applicable to the Transferring Supplier Employees identified in the Supplier's Final Supplier Staff List; and/or

b) any custom or practice in respect of any Transferring Supplier Employees identified in the Supplier's Final Supplier Staff List which the Replacement Supplier and/or Replacement Subcontractor is contractually bound to honour;

2.11.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees identified in the Supplier's Final Supplier Staff List arising from or connected with any failure by the Replacement Supplier and/or Replacement Subcontractor to comply with any legal obligation to such trade union, body or person arising on or after the Service Transfer Date;

2.11.4 any proposal by the Replacement Supplier and/or Replacement Subcontractor to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees identified in the Supplier's Final Supplier Staff List on or after their transfer to the

Schedule 7 (Staff Transfer)

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- Replacement Supplier or Replacement Subcontractor (as the case may be) on the Service Transfer Date, or to change the terms and conditions of employment or working conditions of any person identified in the Supplier's Final Supplier Staff List who would have been a Transferring Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Service Transfer Date as a result of or for a reason connected to such proposed changes;
- 2.11.5 any statement communicated to or action undertaken by the Replacement Supplier or Replacement Subcontractor to, or in respect of, any Transferring Supplier Employee identified in the Supplier's Final Supplier Staff List on or before the Service Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing;
- 2.11.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
- a) in relation to any Transferring Supplier Employee identified in the Supplier's Final Supplier Staff List, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date; and
 - b) in relation to any employee who is not a Transferring Supplier Employee identified in the Supplier's Final Supplier Staff List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier or Subcontractor, to the Replacement Supplier or Replacement Subcontractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date;
- 2.11.7 a failure of the Replacement Supplier or Replacement Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees identified in the Supplier's Final Supplier Staff List in respect of the period from (and including) the Service Transfer Date; and
- 2.11.8 any claim made by or in respect of a Transferring Supplier Employee identified in the Supplier's Final Supplier Staff List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee relating to any act or omission of the Replacement Supplier or Replacement Subcontractor in relation to obligations under regulation 13 of the Employment Regulations.
- 2.12 The indemnity in Paragraph 2.11 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Subcontractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee

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Liabilities arising from the failure by the Supplier and/or any Subcontractor (as applicable) to comply with its obligations under the Employment Regulations, or to the extent the Employee Liabilities arise out of the termination of employment of any person who is not identified in the Supplier's Final Supplier Staff List in accordance with Paragraph 2.5 (and subject to the limitations set out in Paragraphs 2.6 and 2.7 above).

Schedule 7 (Staff Transfer)
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ANNEX E1: LIST OF NOTIFIED SUBCONTRACTORS

None.

Schedule 7 (Staff Transfer)

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ANNEX E2: STAFFING INFORMATION

EMPLOYEE INFORMATION (ANONYMISED)

Name of Transferor:

Number of Employees in-scope to transfer:

Completion notes

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

Schedule 7 (Staff Transfer)

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EMPLOYEE DETAILS & KEY TERMS							
Details	Job Title	Grade / band	Work Location	Age	Employment status (for example, employee, fixed-term employee, self-employed, agency worker)?	Continuous service date (dd/mm/yy)	Date employment started with existing employer
Emp No 1							
Emp No 2							
Emp No							
Emp No							
Emp No							
Emp No							
Emp No							
Emp No							

Schedule 7 (Staff Transfer)

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

Schedule 7 (Staff Transfer)

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

Schedule 7 (Staff Transfer)

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

Schedule 7 (Staff Transfer)

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

Schedule 7 (Staff Transfer)

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

Schedule 7 (Staff Transfer)

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

Schedule 7 (Staff Transfer)

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

Schedule 8 (Implementation Plan)
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Schedule 8 (Implementation Plan)

1. Definitions

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

"Delay"	a delay or a likely delay in the Supplier achieving the Deliverable Items as set out in the Implementation Plan;
"Deliverable Item"	an item or feature in the supply of the Services delivered or to be delivered by the Supplier in accordance with the Implementation Plan;
"Implementation Period"	means the period up to and including the Effective Date;
"Implementation Plan"	the plan for the provision of the Deliverable Items set out in the Annex to this Schedule.

2. Agreeing and following the Implementation Plan

- 2.1 The Implementation Plan is set out in the Annex to this Schedule.
- 2.2 The Supplier shall provide each of the Deliverable Items identified in the Implementation Plan by the end of the Implementation Period or in the case of the Bank Account in accordance with the timescales set out in Paragraph 4.4 of Schedule 3 (Charges).
- 2.3 The Supplier shall monitor its performance against the Implementation Plan and report to the Buyer on such performance at the Monthly Performance Review Meetings.
- 2.4 The Parties acknowledge that the dates set out in the Supplier's Tender Response have, prior to the Start Date, been delayed as a result of a delay in the award of this Contract. Therefore, the dates in the Implementation Plan supersede any dates or milestones set out in the Tender Response in relation to the Deliverable Items.

3. What to do if there is a Delay

- 3.1 If the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay under this Contract it shall:
- 3.1.1 notify the Buyer as soon as practically possible and no later than within two (2) Working Days from becoming aware of the Delay or anticipated Delay;
- 3.1.2 include in its notification an explanation of the actual or anticipated impact of the Delay;

Schedule 8 (Implementation Plan)

Crown Copyright 2022

- 3.1.3 comply with the Buyer's instructions (including timescales to complete such instructions) in order to address the impact of the Delay or anticipated Delay; and
 - 3.1.4 use its best endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay by the timescales determined by the Buyer pursuant to Paragraph 3.1.3 above.
- 3.2 If the Deliverable Items identified in the Implementation Plan are not delivered by the Supplier by 31 March 2023 this shall be deemed to be a material Default and the Buyer shall be entitled to terminate this Contract pursuant to Clause 14.2.1(e) (Other reasons the Buyer can end this Contract) of the Core Terms.

Schedule 8 (Implementation Plan)
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Annex: Implementation Plan

The Implementation Plan is set out below:

Timing	Deliverable Items
Implementation Period	Identify key points of contact across the Programme and the Active Partnerships network.
Implementation Period	Deliver Programme briefings to and set up working group with all Local Active Partnerships.
Implementation Period	Start discussions with wider partners and provide introductions to Local Active Partnerships.
Implementation Period	Review and adapt existing School insight/tools from Opening School Facilities phases 1 and 2 and develop new guidance and support for the Programme.
Implementation Period	Start to develop monitoring and evaluation systems for the Programme including the creation of Smartsheets.
Implementation Period or in the case of the Bank Account in accordance with the timescales set out in Paragraph 4.4 of Schedule 3 (Charges).	Set up financial processes and systems for all parts of the Programme including the Bank Account.

Schedule 9 (Installation Works - NOT USED)
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Schedule 9 (Installation Works - NOT USED)

NOT USED

Schedule 10 (Service Levels)
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Schedule 10 (Service Levels)

Part A – Service Levels, Service Level Failures and Critical Service Level Failures

1. Definitions

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

"Attendance"	means an individual attending a sports session delivered pursuant to a School's agreed local action plan in place from time to time, and each attendance shall be counted separately such that if 6 individuals go to 6 sessions that will be 36 attendances;
"Critical Service Level Failure"	means a failure to meet the Critical Service Level as set out against the relevant Service Level in the Annex to Part A of this Schedule;
"English Regions"	means North East; North West; Yorkshire & the Humber; West Midlands; East Midlands; East of England; London; South West; and South East;
"Performance Monitoring Report Templates"	means the template performance monitoring reports set out in the Annex (Performance Monitoring Report Templates) to Part B (Performance Monitoring) of this Schedule;
"Service Level Failure"	means a failure to meet the Service Level Trigger in respect of a Service Level;
"Service Level Target"	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule; and
"Service Level Trigger"	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule.

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

- 2.1 The Supplier shall at all times provide the Services so as to meet or exceed the Service Level Target for each Service Level.
- 2.2 The Supplier acknowledges that any Service Level Failure or Critical Service Level Failure shall entitle the Buyer to exercise the rights set out in Part A of this Schedule.

Schedule 10 (Service Levels)

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- 2.3 The Supplier shall send a Performance Monitoring Report to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.

3. Critical Service Level Failure

- 3.1 On the occurrence of a Critical Service Level Failure:

- 3.1.1 the Buyer shall have the right to terminate this Contract and/or to claim damages from the Supplier for material Default; and
- 3.1.2 if the Buyer exercises the rights set out in Paragraph 3.1.1 above, any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue.

4. Service Levels

- 4.1 If the level of performance of the Supplier:

- 4.1.1 is likely to cause or causes any Service Level Failure to occur; or
- 4.1.2 is likely to cause or causes a Critical Service Level Failure to occur,
- the Supplier shall immediately notify the Buyer in writing and the Buyer, in its absolute discretion and without limiting any other of its rights, may:
- 4.1.3 require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;
- 4.1.4 instruct the Supplier to comply with the Rectification Plan Process; and/or
- 4.1.5 if a Critical Service Level Failure has occurred, exercise its right to terminate this Contract for material Default.

5. Service Credits

- 5.1 If there is a Service Level Failure, the Buyer shall be entitled to claim Service Credits, calculated and applied in accordance with this Schedule.

- 5.2 A Service Credit shall be the Buyer's exclusive financial remedy for a Service Level Failure except where:

- 5.2.1 the Service Level Failure:

- a) has arisen due to a Prohibited Act or wilful Default by the Supplier;
- b) results in the corruption or loss of any Government Data; and/or
- c) results in the Buyer being required to make a compensation payment to one or more third parties; and/or

- 5.2.2 the Buyer is also entitled to or does terminate this Contract pursuant to Clauses 14.2.1, 14.2.2 or 14.2.3 of the Core Terms (When the Buyer can end the contract).

- 5.3 The Buyer shall use the Performance Monitoring Report supplied by the Supplier to verify the calculation and accuracy of the Service Credits, if any.

Schedule 10 (Service Levels)

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- 5.4 Before applying Service Credits, the Buyer shall, acting reasonably:
 - 5.4.1 consult with the Supplier and consider any mitigating circumstances which may have given rise to the Service Level Failure;
 - 5.4.2 consult with the Supplier to understand the impact of the Service Level Failure on subsequent Contract Years and whether the aggregate targets may be achieved overall through the proposed activity in subsequent Contract Years;
 - 5.4.3 consider any other reasonable and proportionate action and/or steps (such as postponing the application of the Service Credits and/or providing for claw back) that the Parties can take instead of the application of Service Credits.
- 5.5 Service Credits are a reduction of the Charges payable in respect of the Services to reflect the reduced value of the Services actually received, and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with the calculation formula in Part B of this Schedule.

Schedule 10 (Service Levels)

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Annex to Part A - Service Levels

If in any Contract Year the Supplier exceeds the Service Level Target the surplus shall be carried forward and counted in the following Contract Year.



Contract Year 1

The following Service Levels shall apply in Contract Year 1

Service Level – CONTRACT YEAR 1	Measure	Service Level Target	Service Level Trigger	Critical Service Level	Reporting frequency	Measurement Period	Publishable KPI	Service Credits
Schools identified	Number of Schools identified by the Supplier to be part of the Programme across all 9 English Regions.				Monthly broken down by English Region	Start Date to end of Contract Year 1	Yes	Yes

Schedule 10 (Service Levels)

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Participants (which shall include swimming)	Total number of Attendances	Number of Attendances		0	0	Monthly broken down by English Region	Start Date to end of Contract Year 1	Yes	No
	Number of children Attendances	Number of Attendances of children (being between the ages of 5-16 on the date of the relevant session attended)		0	0	Monthly broken down by English Region	Start Date to end of Contract Year 1	Yes	No
	Number of community Attendances (adults)	Number of Attendances of adults (being over 16 on the date of the relevant session attended)	0	0	0	Monthly broken down by English Region	Start Date to end of Contract Year 1	Yes	No

Note – No School shall start delivery until an agreed action plan is in place. Action plans will be agreed prior to delivery with targets set into Contract Year 2 Service Levels.

Schedule 10 (Service Levels)

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Contract Year 2

The following Service Levels shall apply in Contract Year 2

Service Level – CONTRACT YEAR 2	Measure	Service Level Target	Service Level Trigger	Critical Service Level	Reporting frequency	Measurement Period	Publishable KPI	Service Credits
Action plans agreed – Contract Year 1 identified Schools	Number of Programme action plans agreed with Schools across all 9 English Regions relating to Schools identified in Contract Year 1. Note – action plans to be agreed – may include a mix of activity starting in Contract Year 1 and continuing into Contract Year 2.				Monthly broken down by English Region	Start Date to 31 July 2023	Yes	Yes
Schools identified and action plans agreed – Contract Year 2 identified schools	Number of Schools identified and Programme action plans agreed with such Schools across all 9 English Regions relating to Schools				Monthly broken down by English Region	Start of Contract Year 1 to 31 July 2023	Yes	Yes

Schedule 10 (Service Levels)

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		identified in Contract Year 2.							
Participants (which shall include swimming)	Total number of Attendances	Number of Attendances				Monthly broken down by English Region	Start of Contract Year 2 to end of Contract Year 2	Yes	No
	Number of children Attendances	Number of Attendances of children (being between the ages of 5-16 on the date of the relevant session attended)				Monthly broken down by English Region	Start of Contract Year 2 to end of Contract Year 2	Yes	Yes
	Number of community Attendances (adults)	Number of Attendances of adults (being over 16 on the date of the relevant session attended)				Monthly broken down by English Region	Start of Contract Year 2 to end of Contract Year 2	Yes	No

Schedule 10 (Service Levels)

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Contract Year 3

The following Service Levels shall apply in Contract Year 3

Service Level – CONTRACT YEAR 3		Measure	Service Level Target	Service Level Trigger	Critical Service Level	Reporting frequency	Measurement Period	Publishable KPI	Service Credits
Action plans agreed – Contract Year 3 identified Schools		Number of Schools identified and Programme action plans agreed with such Schools across all 9 English Regions relating to Schools identified in Contract Year 3.				Monthly broken down by English Region	Start of Contract Year 3 to end of Contract Year 3	Yes	Yes
Participants (which shall include swimming)	Total number of Attendances	Number of Attendances				Monthly broken down by English Region	Start of Contract Year 3 to end of Contract Year 3	Yes	No
	Number of children Attendances	Number of Attendances of children (being between the ages of 5-16 on the date of the relevant session attended)				Monthly broken down by English Region	Start of Contract Year 3 to end of Contract Year 3	Yes	Yes

Schedule 10 (Service Levels)

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	Number of community Attendances (adults)	Number of Attendances of adults (being over 16 on the date of the relevant session attended)				Monthly broken down by English Region	Start of Contract Year 3 to end of Contract Year 3	Yes	No
--	--	--	--	--	--	---------------------------------------	--	-----	----

CONTRACT PERIOD

The following Service Levels shall apply across the Contract Period

Service Level – CONTRACT PERIOD	Measure	Service Level Target	Service Level Trigger	Critical Service Level	Reporting frequency	Measurement Period	Publishable KPI	Service Credits
Social Value Service Level 1 – Tackling economic inequality. This is achieved by an even spread of activity across each English Region.	Number of Schools which have an agreed Programme local action plan in place from time to time, in each English Region				Monthly broken down by English Region	Contract Period	Yes	No

Schedule 10 (Service Levels)

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Part B: Performance Monitoring**1. Performance Monitoring and Performance Review**

1.1 The Supplier shall, no later than five (5) calendar days before the Monthly Performance Review Meeting, provide the Buyer with reporting information on its performance of the Services based on the Performance Monitoring Report Templates ("**Performance Monitoring Reports**"). The Performance Monitoring Reports shall contain, as a minimum, the following information in respect of the relevant Month just ended:

1.1.1 in respect of the Costs incurred by the Supplier:

a) for each head of cost, the actual Costs for the relevant Month;

1.1.2 in respect of Payments to Schools:

a) for each English Region, the actual Payments to Schools for the relevant Month;

1.1.3 in respect of the Service Levels:

a) for each Service Level, the actual performance achieved against the Service Level for the relevant Month;

b) the monthly increase or decrease in performance that would be required to meet the relevant Service Level at the end of the relevant Contract Year;

c) the numbers required to reach each Service Level Target;

d) details of any Service Level Failure;

e) details of any Critical Service Level Failures;

f) for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;

1.1.4 in respect of the milestones set out in Table 1 of the Specification, progress updates; and

1.1.5 such other details as the Buyer may reasonably require from time to time.

1.2 The Parties shall attend meetings to discuss, amongst other things, the Performance Monitoring Reports on a Monthly basis ("**Monthly Performance Review Meetings**"). The Monthly Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of:

1.2.1 the Performance Monitoring Reports;

1.2.2 if applicable for that Month, the School Contacts Report, Recruited Schools Report, National and Local Provider and School Connections Report, Out of Hours Data Report, Programme Progress Report and any other reports to be delivered by the Supplier to the Buyer in accordance with the Specification;

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- 1.2.3 any new or potential improvements to the provision of the Services proposed by the Supplier, in accordance with its obligations in Schedule 11 (Continuous Improvement);
 - 1.2.4 the risk register maintained by the Supplier in accordance with Schedule 13 (Contract Management) and any other risks and issues associated with the Services and/or this Contract; and
 - 1.2.5 any other matters that may be reasonably requested by the Buyer.
- 1.3 The Monthly Performance Review Meetings shall:
- 1.3.1 take place within fourteen (14) calendar days of the end of the relevant Month at such location and time (within normal business hours) as the Buyer shall reasonably require;
 - 1.3.2 be chaired by the Buyer;
 - 1.3.3 be attended by the Supplier Contract Manager and the Buyer Contract Manager; and
 - 1.3.4 be fully minuted by the Supplier and the minutes will be promptly circulated by the Supplier to all attendees at the relevant meeting and also to any other recipients agreed at the relevant meeting.
- 1.4 The minutes of the preceding Monthly Performance Review Meeting will be agreed and signed by both the Supplier Contract Manager and the Buyer Contract Manager at each Monthly Performance Review Meeting.
- 1.5 The Supplier shall promptly provide to the Buyer such reasonable and proportionate documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier.

2. Service Credits

- 2.1 Service Credits shall be calculated by reference to the level of performance against the Services Levels in each Contract Year.
- 2.2 For each Service Levels where in the table set out in the Annex to Part A of this Schedule 10 (Service Levels), Service Credits are stated to apply, then if the level of performance in the relevant Contract Year is below the Service Level Trigger, the Buyer shall be entitled to a deduction from the Charges calculated in accordance with the following table:

Service Level	Deduction %age	%age applied against
Contract Year 1 – Schools identified; and Contract Year 2 – Action plans agreed – Contract Year 1 identified Schools NB – both Service Levels Triggers are failed	1%	Contract Year 1 Charges (prior to deduction of applicable Service Credits) (excluding, for the avoidance of doubt, Payments to Schools)

Schedule 10 (Service Levels)

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Contract Year 2 - Schools identified and action plans agreed – Contract Year 2 identified schools	1%	Contract Year 2 Charges (prior to deduction of applicable Service Credits) (excluding, for the avoidance of doubt, Payments to Schools)
Contract Year 2 – Number of children Attendances	1%	Contract Year 2 Charges (prior to deduction of applicable Service Credits) (excluding, for the avoidance of doubt, Payments to Schools)
Contract Year 3 - Action plans agreed – Contract Year 3 identified schools	1%	Contract Year 3 Charges (prior to deduction of applicable Service Credits) (excluding, for the avoidance of doubt, Payments to Schools)
Contract Year 3 – Number of children Attendances	1%	Contract Year 3 Charges (prior to deduction of applicable Service Credits) (excluding, for the avoidance of doubt, Payments to Schools)

- 2.3 The Service Credit for each failure to achieve the Service Level Trigger applicable for the relevant Contract Year shall be calculated in accordance with the following formula:

$$SC = X \times C$$

where:

SC is the Service Credit for the relevant Contract Year for the relevant Service Level;

X is the relevant percentage from the table set out above; and

C is the total Charges identified in the '%age applied against column' in the table set out above.

- 2.4 The total level of Service Credits shall be the aggregate of individual Service Credits which accrue in each Contract Year, calculated in accordance with this Paragraph 2.
- 2.5 Service Credits shall be shown as a deduction from the amount due from the Buyer to the Supplier in the invoice for the final Month of each relevant Contract Year to which they relate.

Annex to Part B – Performance Monitoring Report Templates

There are two Performance Monitoring Report Templates: (i) a Financial and Service Level Report (embedded below) and (ii) a Milestone Progress Report.



2023-01-03
DfEActive Partnershi

Milestone Progress Report

MILESTONES				
CONTRACT YEAR 1				
Milestone number	Type	Description	Indicative milestone date	Progress
Identifying Schools and participants				
1.1	Delivery	<p>The Supplier shall develop guidance, which must be Approved, that will set clear expectations around the aims of the new funding, including:</p> <ul style="list-style-type: none"> the eligibility criteria for Schools to apply for funding; the restrictions on how funding can be spent (and exemptions, such as where Schools wish to collaborate on a larger project); and the reporting requirements that Schools must meet if in receipt of funding. 	Within four (4) weeks of the Effective Date.	
1.2	Planning	<p>The Supplier shall develop a communication and engagement strategy to contact and recruit eligible Schools. Such strategy must be Approved within ten (10) Working Days of the Supplier providing a draft strategy.</p> <p>This must include details of how the Supplier will:</p> <ul style="list-style-type: none"> allocate resources to deliver the strategy; 	Within four (4) weeks of the Effective Date.	

		<ul style="list-style-type: none"> • identify Schools; • contact those Schools; • encourage Schools to sign up to the Programme; • target Schools in priority areas such as socially deprived areas so as to achieve the Buyer's social value priorities in this Contract; • target participants from Black, Asian and minority ethnic groups and poorer backgrounds, females, and those with special educational needs and/or disabilities so as to achieve the Buyer's social value priorities in this Contract; and • ensure that it has a range of Schools (including primary, secondary, special, and alternative provision) in all of the English Regions so as to achieve the Buyer's social value priorities in this Contract. 		
1.3	Delivery	<p>The Supplier shall:</p> <ul style="list-style-type: none"> • implement the Approved communication and engagement strategy; • measure interest in the Programme on a weekly basis and implement mechanisms for improving low participation rates; • provide support and guidance for eligible Schools; and • follow up with all eligible Schools in priority areas such as socially deprived areas so as to achieve the Buyer's social value priorities in this Contract. 	Within eight (8) weeks of the Effective Date.	

1.4	Delivery	<p>The Supplier shall provide the Buyer with a detailed plan of how the Supplier will deliver the Programme with the Schools that participate in the Programme during the Contract Period. Such plan must be Approved. The plan must set out how the Supplier will:</p> <ul style="list-style-type: none"> • work with Schools to put in place a programme of physical/sporting activities (which may include swimming) based on the School estate outside of the School day (except that swimming may take place during the School day); • identify national and local sporting clubs/organisation to run physical/sporting activities on the School premises; • link up national and local sporting clubs/organisations with Schools; and • monitor the Programme (including collecting and sharing management information with the Buyer). 	Within eight (8) weeks of the Effective Date.	
1.4.1	Delivery	<p>The Supplier shall provide the Buyer with:</p> <ul style="list-style-type: none"> • a report on which Schools have been contacted (broken down by English Region and categorised by type of School (such as primary, secondary, special or alternative provision), and locality (if in an area of higher social deprivation)), the method used to contact them and their response in a table ("School Contacts Report"); and • a list of Schools that have signed up to deliver the Programme (broken down by English Region and categorised by type of School (such as primary, secondary, special or alternative provision), and locality (if in an area of higher social deprivation)) ("Recruited Schools Report"). 	Within eight (8) weeks of the Effective Date.	

1.4.2	Delivery	The Supplier shall provide the Buyer with a report on the number of schemes in each English Region which are targeted at increasing Attendances from Black, Asian and minority ethnic groups, poorer backgrounds (those eligible for free school meals), females and those with special educational needs and/or disabilities (broken down by English Region) (" Equal Opportunities Report ").	Quarterly.	
1.5	Planning	The Supplier shall collect and share the Initial Data Report with the Buyer and the independent evaluator.	Within eight (8) weeks of the independent evaluator's appointment.	
Connecting School facilities to national and local sports organisations/clubs				
1.6	Planning	The Supplier shall identify national and local sporting/physical activity providers that can deliver out of School hours provision on the School estate, and issue a report to the Buyer to include what national and local sporting/physical activity providers have been contacted, the method used to contact them and if/how they have been linked to Schools (" National and Local Provider and School Connections Report ").	31 July 2023.	
1.8	Planning	The Supplier shall link up national and local sports clubs/providers with the Schools.	31 July 2023.	
Making the out-of-hours opening of School sports facilities viable				
1.9	Delivery	The Supplier shall: <ul style="list-style-type: none"> • deliver year 1 of the Programme; 	Ongoing.	

		<ul style="list-style-type: none"> • measure interest in the Programme on a weekly basis and implement mechanisms for improving low participation rates; • provide support and guidance for eligible Schools; and • work with eligible Schools to ensure that the Programme is sustainable beyond the Contract Period. 		
1.10	Delivery	<p>The Supplier must ensure that the Programme-delivered sessions will offer good value for money, by considering:</p> <ul style="list-style-type: none"> • the number of children and young people participating in sporting/physical activities on the School estate outside of the School day; • the number of hours each facility is open; • the number of sessions offered outside of the School day; and • the number of community users participating in sporting/physical activities on the School estate. 	31 July 2023.	
1.10.1	Delivery	<p>The Supplier shall report to the Buyer the following information, broken down by each English Region:</p> <ul style="list-style-type: none"> • the number of School facilities open in the evening, after the School day has finished; • the number of School facilities open at weekends; • the number of School facilities open during school holidays; and • the number of hours the facility is open, <p>the ("Out of Hours Data Report").</p>	At the end of each Month.	

1.11	Delivery	<p>The Supplier shall report on how many Schools have opened their facilities for sporting/physical activities out of School hours, including:</p> <ul style="list-style-type: none"> • the type of facility that has been opened outside of the School day; • the type of activities that have been undertaken; • the number of hours each facility is open; • the number of sessions offered outside of the School day; • the number of children and young people participating in sporting/physical activities on the School estate outside of the School day; and • the number of community users participating in sporting/physical activities on the School estate, <p>the ("Programme Progress Report").</p>	<p>After February half term.</p> <p>After Easter holiday.</p> <p>After summer holiday.</p>	
1.12	Review	The Supplier shall collect data on each School offer and the School Contact Data and share this with the independent evaluator and the Buyer.	Quarterly.	
1.13	Review	The Supplier shall feed back to the Buyer in an end of year report, which must review the following: successes; barriers; risks; issues; lessons learned; and sustainability of the Programme (" End of Year Report ").	Within six (6) weeks following the end of Contract Year 1.	

CONTRACT YEAR 2				
Milestone number	Type	Description	Indicative milestone date	Progress
Identifying Schools				
2.1	Delivery	<p>The Supplier shall increase the number of Schools participating in the Programme by at least 300, including:</p> <ul style="list-style-type: none"> identifying new Schools; supporting Schools in priority areas, such as socially deprived areas, to join the Programme so as to achieve the Buyer's social value priorities in this Contract; and supporting Schools from Contract Year 1 that need additional support to participate. 	August 2023.	
Connecting School facilities to national and local Sports Organisations/Clubs.				
2.2	Delivery	The Supplier shall identify national and local sporting/physical activity providers that can deliver out of School hours provision on the School estate, and issue the National and Local Provider and School Connections Report to the Buyer.	By the end of summer term.	
2.4	Delivery	The Supplier shall link up national and local sports clubs/providers with the Schools.	By the end of summer term.	

Making the out-of-hours opening of School sports facilities viable				
2.5	Delivery	<p>The Supplier shall:</p> <ul style="list-style-type: none"> • deliver year 2 of the Programme; • measure interest in the Programme on a weekly basis and implement mechanisms for improving low participation rates; • provide support and guidance for eligible Schools; and • work with eligible Schools to ensure that the Programme is sustainable beyond the Contract Period. 	Ongoing.	
2.5.1	Delivery	The Supplier shall issue the Out of Hours Data Report to the Buyer.	At the end of each Month.	
2.5.2	Delivery	<p>The Supplier shall provide the Buyer with the following:</p> <ul style="list-style-type: none"> • School Contacts Report; • Recruited Schools Report; and • Equal Opportunities Report. 	Quarterly.	
2.6	Delivery	The Supplier shall provide the Buyer with the Programme Progress Report.	<p>After October half term.</p> <p>After Christmas holiday.</p>	

			After February half term. After Easter holiday. After summer holiday.	
2.6.1	Review	The Supplier shall collect data on each School offer, School Contact Data and other management information that may have been requested by the Buyer prior to the start of Contract Year 2 and share this with the independent evaluator and the Buyer.	Quarterly.	
2.7	Review	The Supplier shall feed back to the Buyer in an End of Year Report, which must be in a format that allows the easy comparison of Contract Year 1 and Contract Year 2.	Within six (6) weeks following the end of Contract Year 2.	

CONTRACT YEAR 3				
Milestone number	Type	Description	Indicative milestone date	Progress
Identifying Schools				
3.1	Delivery	<p>The Supplier shall increase the number of Schools participating in the Programme by at least 250, including:</p> <ul style="list-style-type: none"> identifying new Schools; supporting Schools in priority areas, such as socially deprived areas, to join the Programme so as to achieve the Buyer's social value priorities in this Contract; and supporting Schools from Contract Year 1 and Contract Year 2 that need additional support to participate. 	August 2024.	
Connecting School facilities to national and local sports organisations/clubs				
3.2	Delivery	The Supplier shall identify national and local sporting/physical activity providers that can deliver out of School hours provision on the School estate, and issue the National and Local Provider and School Connections Report to the Buyer.	By the end of summer term.	
3.4	Delivery	The Supplier shall link up national and local sports clubs/providers with the Schools.	By the end of summer term.	

Making the out-of-hours opening of School sports facilities viable				
3.5	Delivery	<p>The Supplier shall:</p> <ul style="list-style-type: none"> • deliver year 3 of the Programme; • measure interest in the Programme on a weekly basis and implement mechanisms for improving low participation rates; • provide support and guidance for eligible Schools; and • work with eligible Schools to ensure that the Programme is sustainable beyond the Contract Period. 	Ongoing.	
3.5.1	Delivery	The Supplier shall issue the Out of Hours Data Report to the Buyer.	At the end of each Month.	
3.5.2	Delivery	<p>The Supplier shall provide the Buyer with the following:</p> <ul style="list-style-type: none"> • School Contacts Report; • Recruited Schools Report; and • Equal Opportunities Report. 	Quarterly.	
3.6	Delivery	The Supplier shall provide the Buyer with the Programme Progress Report.	<p>After October half term.</p> <p>After Christmas holiday.</p> <p>After February half term.</p>	

			After Easter holiday. After summer holiday.	
3.7.1	Review	The Supplier shall collect data on each School offer, School Contact Data and other management information that may have been requested by the Buyer prior to the start of Contract Year 3 and share this with the independent evaluator and the Buyer.	Quarterly.	
3.7	Review	The Supplier shall feed back to the Buyer in an End of Year Report, which must be in a format that allows the easy comparison of Contract Year 1, Contract Year 2 and Contract Year 3.	Within eight (8) weeks after the End Date.	
3.8	Review	The Supplier shall collect up-to-date data on each School offer, School Contact Data and other management information as required and share this with the independent evaluator and the Buyer.	31 August 2025.	

Schedule 11 (Continuous Improvement)
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Schedule 11 (Continuous Improvement)

1. Supplier's Obligations

- 1.1 The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Services with a view to, in particular, improving the quality and efficiency of the Services and their supply to the Buyer and, insofar as possible, reducing the Buyer's costs (including the Costs and Payments to Schools).
- 1.2 The Supplier must adopt a policy of continuous improvement in relation to the Services, which must include regular reviews at the Monthly Performance Review Meetings and Annual Meetings with the Buyer, and the way it provides them, with a view to, in particular, improving the quality and efficiency of the Services and, insofar as possible, reducing the Buyer's costs (including the Costs and Payments to Schools). The Supplier and the Buyer must promptly provide each other with any information relevant to meeting this objective.
- 1.3 In complying with Paragraphs 1.1 and 1.2 above, the Supplier shall, without limitation, consider the following:
 - 1.3.1 changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
 - 1.3.2 new or potential improvements to the provision of the Services including the quality, responsiveness, procedures, likely performance mechanisms and customer support services in relation to the Services; and
 - 1.3.3 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Services, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.
- 1.4 The Supplier must provide the Buyer with sufficient information with each suggested improvement to enable the Buyer to make a decision on whether to implement it. This shall include, without limitation, any increase or decrease to the Costs. The Supplier shall promptly provide any further information as requested.
- 1.5 If the Buyer wishes to incorporate any improvement into this Contract, it must request a Variation and the Parties shall comply with the Variation Procedure in respect of the same.
- 1.6 If there are any costs arising from the Supplier's compliance with this Schedule the Parties shall act reasonably to agree whether there should be any change to the Costs in accordance with the Variation Procedure.

Schedule 12 (Benchmarking - NOT USED)
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Schedule 12 (Benchmarking - NOT USED)

NOT USED

Schedule 13 (Contract Management)

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Schedule 13 (Contract Management)

1. Definitions

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

Annual Meeting(s)	has the meaning given to it in Paragraph 8.1 of this Schedule 13 (Contract Management);
OSF National Project Board	the board established by the Supplier and the Key Subcontractors in order to govern their delivery of the Services, comprising of the Key Staff;
Quarterly Meeting(s)	has the meaning given to it in Paragraph 7.1 of this Schedule 13 (Contract Management).

2. Contract Management

- 2.1 The Supplier shall appoint the Supplier Contract Manager and the Buyer shall appoint the Buyer Contract Manager who shall, for the Contract Period and, if applicable, the Termination Assistance Period, each be responsible for the day-to-day management of this Contract, the provision of the Services and, if applicable, the Termination Assistance Services.
- 2.2 The Supplier shall, in accordance with Schedule 29 (Key Supplier Staff), obtain the Buyer's Approval to change the identity of the Supplier Contract Manager.
- 2.3 The Buyer shall notify the Supplier in writing of any change to the identity of the Buyer Contract Manager. The Buyer Contract Manager shall be entitled to, from time to time, delegate to or appoint an alternate person to perform any of his responsibilities.
- 2.4 The Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.
- 2.5 The Parties agree to hold the meetings set out in Paragraphs 6 (Monthly Performance Review Meetings), 7 (Quarterly Meetings) and 8 (Annual Meetings) of this Schedule.
- 2.6 Notwithstanding any other Paragraph in this Schedule, the Parties agree that where a Monthly Performance Review Meeting, a Quarterly Meeting and/or an Annual Meeting fall within the same Month they shall be held as one meeting on the same date.

Schedule 13 (Contract Management)

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3. Role of the Supplier Contract Manager

- 3.1 As part of its day to day management of this Contract, the Supplier Contract Manager shall be:
 - 3.1.1 the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer; and
 - 3.1.2 able to delegate the performance of some of his responsibilities to another person at the Supplier in order to support and assist with the performance of his obligations, but the Supplier Contract Manager shall remain responsible for ensuring compliance with his obligations and such delegation shall not preclude or relieve the provisions of Schedule 29 (Key Supplier Staff).
- 3.2 The Buyer may provide instructions to the Supplier Contract Manager in regards to this Contract and it will be the Supplier Contract Manager's responsibility to ensure the instructions/information are provided to the Supplier and the actions implemented.
- 3.3 Receipt of communication from the Supplier Contract Manager by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under the Contract.

4. Contract Risk Management

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

5. Satisfaction Surveys

- 5.1 The Buyer shall be entitled to contact Schools using the School Contact Data on an occasional basis in order to assess the Supplier's performance of the Services. If the Buyer identifies any issues with the day to day operation of the Services, such issue shall be discussed between the Parties and an action plan agreed for resolution of the same.

6. Monthly Performance Review Meetings

- 6.1 The Parties shall attend the Monthly Performance Review Meetings as set out in Part B (Performance Monitoring) of Schedule 10 (Service Levels).

Schedule 13 (Contract Management)

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7. Quarterly Meetings

- 7.1 The Parties shall, within five (5) Working Days of the end of each Quarter, attend a meeting to discuss and review:
- 7.1.1 that Quarter's Performance Monitoring Reports;
 - 7.1.2 the Supplier's and the Key Subcontractor's delivery of the Services;
 - 7.1.3 the effectiveness of the governance arrangements set out in this Schedule; and
 - 7.1.4 any other matters that may be determined by the Buyer,
- ("Quarterly Meeting(s)").**
- 7.2 The agenda for each Quarterly Meeting shall be set by the Buyer and communicated to the Supplier in advance of that meeting.
- 7.3 The Supplier shall promptly provide to the Buyer such documentation as the Buyer may reasonably require in order to facilitate the relevant Quarterly Meeting. The Buyer shall circulate materials for each Quarterly Meeting in advance of that meeting.
- 7.4 The Quarterly Meetings shall:
- 7.4.1 be attended by the Buyer Contract Manager, the Supplier Contract Manager, and the OSF National Project Board. The Supplier shall procure the attendance of the OSF National Project Board members;
 - 7.4.2 be chaired by the Buyer;
 - 7.4.3 take place at such location and time (within normal business hours) as the Buyer shall reasonably require; and
 - 7.4.4 be fully minuted by the Supplier and the minutes will be promptly circulated by the Supplier to all attendees at the relevant meeting and to any other recipients agreed at the relevant meeting.
- 7.5 The minutes of a Quarterly Meeting will be agreed and signed by both the Supplier Contract Manager and the Buyer Contract Manager within twenty (20) Working Days of the meeting.

8. Annual Meetings

- 8.1 The Parties shall, within ten (10) Working Days of the end of each Contract Year, attend a meeting to:
- 8.1.1 review and discuss the End of Year Report;
 - 8.1.2 review and discuss the End User Feedback;
 - 8.1.3 discuss the Supplier's delivery of the Services during that Contract Year;
 - 8.1.4 identify any lessons learned and any new or potential improvements to the provision of the Services proposed by the Supplier, in accordance with its obligations in Schedule 11 (Continuous Improvement);

Schedule 13 (Contract Management)

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- 8.1.5 discuss the forthcoming Contract Year and any potential risks or issues to the Supplier's delivery of the Services; and
- 8.1.6 any other matters that may be determined by the Buyer, ("**Annual Meeting(s)**").
- 8.2 The agenda for each Annual Meeting shall be set by the Buyer and communicated to the Supplier in advance of that meeting.
- 8.3 The Supplier shall promptly provide to the Buyer such documentation as the Buyer may reasonably require in order to facilitate the relevant Annual Meeting. The Buyer shall circulate materials for each Annual Meeting in advance of that meeting.
- 8.4 The Annual Meetings shall:
 - 8.4.1 be attended by the Buyer Contract Manager and the Supplier Contract Manager;
 - 8.4.2 be chaired by the Buyer;
 - 8.4.3 take place at such location and time (within normal business hours) as the Buyer shall reasonably require;
 - 8.4.4 be fully minuted by the Supplier and the minutes will be promptly circulated by the Supplier to all attendees at the relevant meeting and to any other recipients agreed at the relevant meeting.
- 8.5 The minutes of an Annual Meeting will be agreed and signed by both the Supplier Contract Manager and the Buyer Contract Manager within twenty (20) Working Days of the meeting.

9. Attendance and Quorum

- 9.1 Each Party shall ensure that its attendees (and the Supplier shall procure that, where applicable, its Subcontractors) at the Monthly Performance Review Meetings, Quarterly Meetings and Annual Meetings shall make all reasonable efforts to attend such meeting. If any attendee is not able to attend a meeting, that person shall provide advance notice to the other Party and use all reasonable endeavours to ensure that:
 - 9.1.1 a delegate attends the relevant meeting in his/her place who (wherever possible) is properly briefed and prepared; and
 - 9.1.2 that he/she is debriefed by such delegate after the meeting.
- 9.2 Monthly Performance Review Meetings, Quarterly Review Meetings and Annual Review Meetings shall be quorate as long as the Buyer Contract Manager and Supplier Contract Manager are present.

Schedule 14 (Business Continuity and Disaster Recovery)
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Schedule 14 (Business Continuity and Disaster Recovery)

1. Definitions

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

"BCDR Plan"	the Supplier's business continuity and disaster recovery plan for the supply of the Services (and the people and facilities used to provide them) to minimise the effect of any unplanned interruption, failure or event, including, but not limited to, a Disaster, that would impact on the ability of the Supplier to supply the Services, in whole or in part, in accordance with the terms of this Contract.
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2. BCDR Plan

- 2.1 The Supplier shall ensure that the BCDR Plan is prepared in accordance with the requirements set out in Annex 1 to this Schedule.
- 2.2 The Supplier shall send the Buyer a copy of its BCDR Plan within 20 Working Days of the Effective Date.
- 2.3 The Supplier shall ensure that it is able to implement the provisions of the BCDR Plan at any time in accordance with its terms.

3. Reviewing and changing the BCDR Plan

- 3.1 The Supplier shall review and update the BCDR Plan on a regular basis and, in any event, at least once every twelve (12) Months to ensure its procedures are accurate, effective and appropriate for minimising any disruption to the supply of the Services and it complies with the principles in this Schedule.
- 3.2 The Supplier shall send the Buyer any updated BCDR Plan promptly after completing such update.
- 3.3 The Buyer may at any time, in writing:
- 3.3.1 request to see a copy of the BCDR Plan; and
 - 3.3.2 request that the Supplier updates the BCDR Plan as may be necessary to address the Buyer's reasonable requirements.

Schedule 14 (Business Continuity and Disaster Recovery)

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4. Testing the BCDR Plan

- 4.1 The Supplier shall test the BCDR Plan at least once in Contract Year 2, and once in Contract Year 3.
- 4.2 Following each test, the Supplier shall:
 - 4.2.1 send to the Buyer a written report summarising the results of the test including confirmation that the test has been carried out, and if any actions or remedial measures have been identified to address any failures or shortfalls identified by the test;
 - 4.2.2 promptly implement any actions or remedial measures which the Buyer reasonably considers to be necessary to address any failures or shortfalls identified by the test; and
 - 4.2.3 to the extent necessary, promptly update the BCDR Plan to reflect any lessons learned from undertaking the testing.

5. Invoking the BCDR Plan

- 5.1 In the event of a complete loss of service or in the event of a Disaster or a Force Majeure Event, the Supplier shall immediately invoke the BCDR Plan (and shall inform the Buyer promptly of such invocation). In all other instances, the Supplier shall invoke the BCDR Plan only with the Approval of the Buyer.

6. Circumstances beyond your control

- 6.1 The Supplier shall not be entitled to claim a Force Majeure Event has occurred and consequently relief under Clause 24 (Circumstances beyond your control) if the impact of the Force Majeure Event:
 - 6.1.1 is capable of being mitigated by invoking the BCDR Plan; or
 - 6.1.2 is attributable to a failure by the Supplier to comply with its obligations under this Schedule, including under Paragraphs 3 and 4 above.

Schedule 14 (Business Continuity and Disaster Recovery)
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Annex 1 – BCDR Plan

1. Purpose of the BCDR Plan

- 1.1 The purpose of the BCDR Plan is to minimise the effect of any unplanned interruption, failure or event, including, but not limited to, a Disaster, that would impact on the ability of the Supplier to supply the Services, in whole or in part. Accordingly, the BCDR Plan shall ensure that:
 - 1.1.1 the business operations of the Supplier and, to the extent they are supported by the Services, the business operations of the Buyer, are maintained during and after each period of failure or disruption;
 - 1.1.2 the Buyer can continue to receive Services during and after each period of failure or disruption;
 - 1.1.3 any adverse impact on the standard of the Services, including the achievement of Service Levels, is minimised;
 - 1.1.4 there is no loss of data and the integrity of all data is preserved; and
 - 1.1.5 normal supply of the Services is recommenced as soon as possible.
- 1.2 The Supplier shall ensure that the BCDR Plan achieves this purpose.

2. Content of the BCDR Plan

- 2.1 The Supplier shall ensure that the BCDR Plan includes:
 - 2.1.1 details of how the Supplier will identify failures and disruptions to the supply of Services;
 - 2.1.2 invocation rules and procedures;
 - 2.1.3 details of how the Supplier will execute the BCDR Plan, including alternative business processes, options and responsibilities;
 - 2.1.4 details as to how the invocation of any element of the BCDR Plan may impact on the supply of the Services and a full analysis of the risks to the operation of this Contract;
 - 2.1.5 the rules and procedures for data storage, back-up, availability and verification;
 - 2.1.6 a communication strategy;
 - 2.1.7 key contact details, including roles and responsibilities; and
 - 2.1.8 procedures for reverting to normal service and steps to address any prevailing effects of the failure or disruption to the supply of the Services.
- 2.2 The BCDR Plan shall be designed so as to ensure that it complies with Good Industry Practice.

Schedule 15 (Minimum Standards of Reliability - NOT USED)
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**Schedule 15 (Minimum Standards of Reliability -
NOT USED)**

NOT USED

Schedule 16 (Security)
Crown Copyright 2022

Schedule 16 (Security)

1. Definitions

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

"Breach of Security"

the occurrence of:

- a) any unauthorised access to or use of the Sites, and/or any ICT, information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or
- b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract;

"ICT"

information and communication technology;

"Security Management Plan"

the Supplier's security management plan prepared pursuant to this Schedule, as updated from time to time.

2. Complying with security requirements and updates to them

- 2.1 The Supplier shall comply with the requirements in this Schedule in respect of the Security Management Plan.

3. Security Standards

- 3.1 The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Services, on the confidentiality, integrity and availability of information and consequently on security.
- 3.2 The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:
- 3.2.1 is in accordance with the Law and this Contract;
 - 3.2.2 complies with relevant industry Standards, and as a minimum demonstrates Good Industry Practice; and
 - 3.2.3 meets any specific security threats of immediate relevance to the Services and/or the Government Data.

Schedule 16 (Security)

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- 3.3 The references to Standards, guidance and policies contained or set out in Paragraph 3.2 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such Standards, guidance and policies from time to time.
- 3.4 In the event of any inconsistency in the provisions of the above Standards, guidance and policies, the Supplier should notify the Buyer Contract Manager of such inconsistency immediately upon becoming aware of the same, and the Buyer Contract Manager shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.

4. Security Management Plan**4.1 Introduction**

- 4.1.1 The Supplier shall develop and maintain a Security Management Plan in accordance with this Schedule. The Supplier shall thereafter comply with its obligations as set out in the Security Management Plan.

4.2 Content of the Security Management Plan

- 4.2.1 The Security Management Plan shall:
- a) comply with the principles of security set out in Paragraph 3 of this Schedule and any other provisions of this Contract relevant to security;
 - b) identify the necessary delegated organisational roles for those responsible for ensuring that the Security Management Plan is complied with by the Supplier;
 - c) detail the process for managing any security risks from Subcontractors and any third parties with access to processes associated with the provision of the Services, the Sites, and any ICT, information and data (including the Buyer's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that information, data and/or the Services;
 - d) be developed to protect all aspects of the Services and all processes associated with the provision of the Services, including the Sites, and any ICT, information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that information, data and/or the Services;
 - e) set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Services and all processes associated with the provision of the Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Services comply with the provisions of this Contract;

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- f) to the extent that, at the Effective Date, any Key Subcontractors do not hold the relevant Cyber Essentials Certificate, details of the process and timeline for any Key Subcontractors obtaining the relevant Cyber Essentials Certificate prior to processing any Cyber Essentials Scheme Data;
- g) set out a security incident notification and management process for any Breach of Security or any potential or attempted Breach of Security; and
- h) be written in plain English in language which is readily comprehensible to the Supplier Staff and the Buyer Personnel engaged in the provision of the Services and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

4.3 Development of the Security Management Plan

- 4.3.1 By 3 February 2023, the Supplier shall prepare and deliver to the Buyer for Approval a fully complete and up to date Security Management Plan.
- 4.3.2 If the Security Management Plan submitted to the Buyer in accordance with Paragraph 4.3.1 is Approved it will be adopted immediately and will be operated and maintained in accordance with this Schedule. If the Security Management Plan is not Approved, the Supplier shall amend it within ten (10) Working Days of a notice of non-Approval from the Buyer and re-submit it to the Buyer for Approval. The Parties will use all reasonable endeavours to ensure that the Approval process takes as little time as possible and, in any event, no longer than fifteen (15) Working Days from the date of its first submission to the Buyer. If the Buyer does not Approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.
- 4.3.3 The Buyer shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to Paragraph 4.3.2. However, a refusal by the Buyer to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.
- 4.3.4 Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3.2 shall not relieve the Supplier of its obligations under this Schedule.

4.4 Amendment of the Security Management Plan

- 4.4.1 The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:
 - a) emerging changes in Good Industry Practice;

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- b) any change or proposed change to the Services and/or associated processes;
 - c) any new perceived or changed security threats; and
 - d) any reasonable change in requirements requested by the Buyer.
- 4.4.2 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion. The results of the review shall include:
 - a) suggested amendments and improvements (if any) to the effectiveness of the Security Management Plan;
 - b) updates to the risk assessments; and
 - c) suggested improvements in measuring the effectiveness of controls.
- 4.4.3 Subject to Paragraph 4.4.4, any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with Paragraph 4.4.1, a request by the Buyer or otherwise) shall be subject to the Variation Procedure. If the revised Security Management Plan submitted to the Buyer is agreed in accordance with the Variation Procedure it will be adopted immediately and will replace any previous version of the Security Management Plan and will thereafter be operated and maintained in accordance with this Schedule.
- 4.4.4 The Buyer may, acting reasonably, Approve or require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.
- 4.4.5 Any change to the Security Management Plan in accordance with Paragraph 4.4 shall not relieve the Supplier of its obligations under this Schedule.

5. Breach of Security

- 5.1 Each Party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.
- 5.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 5.1, the Supplier shall:
 - 5.2.1 immediately use all reasonable endeavours (which shall include any action or changes reasonably required by the Buyer) necessary to:
 - a) minimise the extent of actual or potential harm caused by any Breach of Security or attempted Breach of Security;

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- b) remedy such Breach of Security to the extent possible and protect the integrity of the Buyer and the provision of the Services to the extent within its control against any such Breach of Security or attempted Breach of Security;
 - c) prevent an equivalent breach in the future exploiting the same cause failure; and
 - d) as soon as reasonably practicable provide to the Buyer, where the Buyer so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a cause analysis.
- 5.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Security Management Plan with the requirements of this Schedule, then any required change to the Security Management Plan shall be agreed in accordance with the process set out in Paragraphs 4.4.3 and 4.4.4.

Schedule 17 (Service Recipients - NOT USED)
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Schedule 17 (Service Recipients - NOT USED)

NOT USED

Schedule 18 (Supply Chain Visibility - NOT USED)
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Schedule 18 (Supply Chain Visibility - NOT USED)

NOT USED

Schedule 19 (Cyber Essentials Scheme)
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Schedule 19 (Cyber Essentials Scheme)

1. Definitions

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

"Cyber Essentials Basic Certificate"	the certification awarded on the basis of self-assessment, verified by an independent certification body, under the Cyber Essentials Scheme and is the basic level of assurance;
"Cyber Essentials Certificate"	the Cyber Essentials Basic Certificate or the Cyber Essentials Plus Certificate to be provided by the Supplier as set out in the Award Form;
"Cyber Essentials Plus Certificate"	the certification awarded on the basis of external testing by an independent certification body of the Supplier's cyber security approach under the Cyber Essentials Scheme and is a more advanced level of assurance;
"Cyber Essentials Scheme"	the Cyber Essentials Scheme developed by the Government which provides a clear statement of the basic controls all organisations should implement to mitigate the risks from common internet based threats (as may be amended from time to time). Details of the Cyber Essentials Scheme can be found at: https://www.gov.uk/government/publications/cyber-essentials-scheme-overview ;
"Cyber Essentials Scheme Data"	sensitive and personal information and other relevant information as referred to in the Cyber Essentials Scheme.

2. What Cyber Essentials Certificate do you need

- 2.1 Where the Award Form requires that the Supplier (and, where relevant and subject to Paragraph 2.5 below, any Key Subcontractor) provides a Cyber Essentials Certificate the Supplier shall provide a valid Cyber Essentials Certificate to the Buyer no later than 3 February 2023.

Schedule 19 (Cyber Essentials Scheme)

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- 2.2 Where the Supplier (and, where relevant, any Key Subcontractor) continues to Process Cyber Essentials Scheme Data during the Contract Period or, if applicable, the Termination Assistance Period (and after the later of (i) the End Date; or (ii) the Termination Assistance Period), the Supplier shall deliver to the Buyer evidence of renewal of the relevant Cyber Essentials Certificate on each anniversary of the first applicable certificate obtained by the Supplier (or, where relevant, any Key Subcontractor) under Paragraph 2.1, until such time that the Supplier (or Key Subcontractor) no longer Processes Cyber Essentials Scheme Data.
- 2.3 In the event that the Supplier fails to comply with Paragraphs 2.1 or 2.2, the Buyer shall be entitled to terminate this Contract for material Default pursuant to Clause 14.2.1(e) of the Core Terms.
- 2.4 Subject to Paragraph 2.5, the Supplier shall ensure that all Sub-Contracts with Key Subcontractors who Process Cyber Essentials Scheme Data contain provisions no less onerous on the Key Subcontractors than those imposed on the Supplier in this Schedule.
- 2.5 Where, as at the Effective Date, any Key Subcontractor does not currently have a Cyber Essentials Certificate the Supplier shall include in the Security Management Plan (agreed in accordance with Schedule 16 (Security)) the process and timeline for such Key Subcontractors obtaining the relevant Cyber Essentials Certificate prior to processing any Cyber Essentials Scheme Data.
- 2.6 This Schedule shall survive termination or expiry of this Contract.

Schedule 20 (Processing Data)
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Schedule 20 (Processing Data)

1. Status of the Parties

1.1 The Parties acknowledge and agree that:

- 1.1.1 any data which is provided by the Supplier to the Buyer for the purposes of complying with the reporting obligations under Paragraphs 4 and 5 and Table 1 of Schedule 2 (Specification) and Schedule 10 (Service Levels) shall not contain Personal Data; and
- 1.1.2 unless expressly required by the Buyer, there is no requirement for the Supplier to collect Personal Data from participating Schools (other than School Contact Data) for the purposes of complying with the reporting obligations detailed in Paragraph 1.1.1 above.

1.2 The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under this Contract dictates the status of each Party under the DPA 2018. A Party may act as:

- 1.2.1 "Controller" in respect of the other Party who is "Processor";
- 1.2.2 "Processor" in respect of the other Party who is "Controller";
- 1.2.3 "Joint Controller" with the other Party; or
- 1.2.4 "Independent Controller" of the Personal Data where the other Party is also "Controller",

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

1.3 Each Party shall comply with its respective legal obligations under the Data Protection Legislation in accordance with the role it is performing under this Contract and allow the other Party to comply with its obligations by providing them with all necessary information.

1.4 The Supplier shall Process the Personal Data for the purposes of fulfilling its obligations under this Contract and pursuant to the terms of this Schedule or in order to comply with an obligation imposed upon it under applicable Law (the "Agreed Purposes**").**

1.5 The Supplier undertakes not to:

- 1.5.1 use the Personal Data for purposes other than in accordance with the Agreed Purposes;
- 1.5.2 disseminate, communicate, sell, assign, license or provide the Personal Data in any way whatsoever to third parties other than for the Agreed Purposes;

Schedule 20 (Processing Data)

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- 1.5.3 turn the Personal Data, by itself or by a third party acting on its behalf and/or for its account, into a commercial operation other than for the Agreed Purposes.
- 1.6 For the purposes of this Schedule, the following terms shall have the below meanings:
 - 1.6.1 **"Agreed Purposes"** has the meaning given to it in Paragraph 1.4;
 - 1.6.2 **"Approved Sub-processors"** means the list of Approved Sub-processors as set out under Part 2 of Annex 1 to this Schedule;
 - 1.6.3 **"Ancillary Processing"** means the Processing of Business Contact Data in connection with the ongoing management of this Contract for the purposes of Paragraph 1.1.2;
 - 1.6.4 **"Business Contact Data"** has the meaning given to it under Annex 1 of this Schedule;
 - 1.6.5 **"Business Contact Details"** has the meaning given to it under Annex 1 of this Schedule;
 - 1.6.6 **"Buyer Personnel"** has the meaning given to it under Annex 1 of this Schedule;
 - 1.6.7 **"Core Processing"** means the disclosure by the Supplier to the Buyer of School Contact Data in accordance with Schedule 2 (Specification);
 - 1.6.8 **"Data Discloser"** has the meaning given to it in Paragraph 4.2;
 - 1.6.9 **"Data Recipient"** has the meaning given to it in Paragraph 4.2;
 - 1.6.10 **"Principal Terms"** has the meaning given to it in Paragraph 2.12.3;
 - 1.6.11 **"Request Recipient"** has the meaning given to it in Paragraph 4.10;
 - 1.6.12 **"School Contact Data"** has the meaning given to it under Annex 1 of this Schedule; and
 - 1.6.13 **"School Contacts"** has the meaning given to it under Annex 1 of this Schedule.

2. Where the Buyer is Controller and the Supplier its Processor

- 2.1 The Parties acknowledge that when undertaking the Core Processing, for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor.
- 2.2 The only Processing that the Supplier as a Processor is authorised to do is listed in Part 1 of Annex 1 to this Schedule by the Controller and may not be determined by the Processor. The Buyer may from time to time, by written notice to the Supplier, make such amendments to Annex 1 to this Schedule as the Buyer reasonably considers necessary to meet the requirements of the Data Protection Legislation and the provisions of this Paragraph 2 shall apply notwithstanding any error or omission in Annex 1 to this Schedule.

Schedule 20 (Processing Data)

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- 2.3 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe Data Protection Legislation.
- 2.4 The Processor shall, at the Processor's cost, provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing and shall continue to provide reasonable assistance to the Buyer to ensure that any such Data Protection Impact Assessment is maintained throughout the duration of this Contract. Such assistance may, at the discretion of the Controller, include:
 - 2.4.1 a systematic description of the envisaged School Contact Data Processing operations and the purpose of the Processing;
 - 2.4.2 an assessment of the necessity and proportionality of the School Contact Data Processing operations in relation to the Services;
 - 2.4.3 an assessment of the risks to the rights and freedoms of Data Subjects; and
 - 2.4.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 2.5 The Processor shall, in relation to any Personal Data Processed in connection with its obligations under this Contract:
 - 2.5.1 Process that Personal Data only in accordance with the documented instructions of the Controller as contained in Annex 1 to this Schedule and this Contract, unless the Processor is required to do otherwise by Law. If it is so required, the Processor shall immediately notify the Controller before Processing the Personal Data unless prohibited by Law;
 - 2.5.2 notwithstanding any other provisions in this Contract relating to (amongst others) security, ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject. In the event of the Controller reasonably rejecting Protective Measures put in place by the Processor, the Processor must propose alternative Protective Measures to the satisfaction of the Controller. Failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures. Protective Measures must take account of the:
 - a) nature of the data to be protected;
 - b) harm that might result from a Data Loss Event;
 - c) state of technological development; and
 - d) cost of implementing any measures;

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2.5.3 ensure that:

- a) the Processor Personnel do not Process Personal Data except in accordance with this Contract (and in particular Annex 1 to this Schedule);
- b) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (i) are aware of and comply with the Processor's duties under this Paragraph and Clause 18 (*Data protection*) and Clause 19 (*What you must keep confidential*) of the Core Terms;
 - (ii) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
 - (iii) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by this Contract; and
 - (iv) have undergone adequate training in the use, care, protection and handling of Personal Data;

2.5.4 not transfer Personal Data outside of the UK unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

- a) the destination country has been recognised as adequate by the UK Government in accordance with Article 45 of the UK GDPR or section 74 of the DPA 2018;
- b) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (in accordance with Article 46 of the UK GDPR) as determined by the Controller;
- c) the Data Subject has enforceable rights and effective legal remedies;
- d) the Processor complies with its obligations under Data Protection Legislation by providing an appropriate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations) and to the extent that the Processor becomes aware that a safeguard is no longer sufficient shall promptly notify the Controller of this fact; and
- e) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and

2.5.5 at the written direction of the Controller, securely delete or return Personal Data (and any copies of it) to the Controller on termination

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or expiry of this Contract, or, if applicable, at the end of the Termination Assistance Period, (whichever is later) unless the Processor is required by Law to retain the Personal Data and the Processor has, on the Controller's request, provided a written certificate signed by an officer of the Processor confirming the Processor's compliance with this Paragraph.

- 2.6 Subject to Paragraph 2.7, the Processor shall notify the Controller immediately if it:
- 2.6.1 receives a Data Subject Request (or purported Data Subject Request);
 - 2.6.2 receives a request to rectify, block or erase any Personal Data;
 - 2.6.3 receives any other request, complaint or communication relating to either Party's obligations under Data Protection Legislation;
 - 2.6.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under this Contract;
 - 2.6.5 receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - 2.6.6 becomes aware of a Data Loss Event.
- 2.7 The Processor's obligation to notify under Paragraph 2.6 shall include the provision of further information to the Controller, as details become available.
- 2.8 Taking into account the nature of the Processing, the Processor shall (at its own expense) provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Paragraph 2.6 (and insofar as possible within the timescales reasonably required by the Controller) including but not limited to promptly providing:
- 2.8.1 the Controller with full details and copies of the complaint, communication or request;
 - 2.8.2 such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in Data Protection Legislation;
 - 2.8.3 the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - 2.8.4 assistance as requested by the Controller following any Data Loss Event; and
 - 2.8.5 assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.

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- 2.9 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Paragraph.
- 2.10 The Processor shall allow for audits of its Processing activity by the Controller or the Controller's designated auditor.
- 2.11 Each Party shall designate its own Data Protection Officer if required by Data Protection Legislation.
- 2.12 Before allowing any Sub-processor to Process any Personal Data related to this Contract, the Processor must:
 - 2.12.1 notify the Controller in writing of the intended Sub-processor and Processing;
 - 2.12.2 obtain the written consent of the Controller (for the avoidance of doubt, the Buyer consents to the appointment of the Approved Sub-processors as at the Effective Date);
 - 2.12.3 enter into a written agreement with the Sub-processor which gives effect to the terms set out in:
 - a) Paragraph 2 of this Schedule; and
 - b) Clauses 8.2, 8.3 and 8.4 of the Core Terms
(together the "**Principal Terms**")
such that they apply to the Sub-processor save that in the case of the appointment of Microsoft and Smartsheet the Processor shall ensure that these Sub-processors are bound by obligations which are similar or equivalent to the Principal Terms; and
 - 2.12.4 provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.
- 2.13 The Processor shall remain fully liable for all acts and omissions of any of its Sub-processors and the Processor shall cease to engage a Sub-processor appointed pursuant to Paragraph 2.12 upon the Buyer's withdrawal of consent where it has reasonable grounds for doing so including (without limitation) where the Buyer has concerns regarding the Sub-processor's ability to Process the Personal Data in a manner contemplated by this Paragraph 2.
- 2.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may upon giving the Processor not less than thirty (30) Working Days' notice amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

3. Where the Parties are Joint Controllers of Personal Data

- 3.1 It is not anticipated that either the Core Processing or the Ancillary Processing will result in the Parties being construed as Joint Controllers or that the Parties will perform any other Processing jointly with the other Party.

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However, to the extent that the Parties determine that they are acting as Joint Controllers in respect of the Processing of any Personal Data, then the Parties shall cooperate to determine and agree their respective responsibilities for compliance with the requirements of the Data Protection Legislation including, at all times, ensuring the rights of Data Subjects are adequately addressed and protected.

4. Independent Controllers of Personal Data

- 4.1 The Parties acknowledge that when undertaking the Ancillary Processing, for the purposes of Data Protection Legislation, each Party is an Independent Controller.
- 4.2 With respect to Personal Data provided by one Party ("**Data Discloser**") to another Party ("**Data Recipient**") for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as an Independent Controller.
- 4.3 Each Party shall for the Agreed Purposes process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
- 4.4 Where a Data Discloser has provided Personal Data to the Data Recipient in accordance with Paragraph 4.2 of this Schedule 20 above, the Data Recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the Data Discloser may reasonably require.
- 4.5 The Parties shall be responsible for their own compliance with Articles 13 and 14 UK of the GDPR in respect of the Processing of Personal Data for the purposes of this Contract.
- 4.6 The Parties shall only provide Personal Data to each other:
 - 4.6.1 to the extent necessary to perform their respective obligations under this Contract in accordance with the Agreed Purposes;
 - 4.6.2 in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and
 - 4.6.3 where it is recorded in Annex 1 (*Processing Personal Data*).
- 4.7 Subject to Paragraph 4.6, the Data Recipient (as data exporter) shall not:
 - 4.7.1 transfer Personal Data to a third party located outside of the UK unless:
 - a) it has obtained the prior written consent of the Data Discloser; and
 - b) such transfer is:
 - (i) necessary to achieve the Agreed Purposes;

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- (ii) protected with appropriate supplementary measures;
and
 - (iii) complies with the transfer restrictions set out under
Chapter V of the UK GDPR.
- 4.8 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity to the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.
- 4.9 A Party Processing Personal Data for the purposes of this Contract shall maintain a record of its Processing activities in accordance with Article 30 of the UK GDPR and shall make the record available to the other Party upon reasonable request.
- 4.10 Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to this Contract ("**Request Recipient**"):
 - 4.10.1 the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
 - 4.10.2 where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
 - a) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
 - b) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
- 4.11 The Data Recipient shall promptly notify the Data Discloser upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the Data Discloser pursuant to this Contract and shall:
 - 4.11.1 do all such things as reasonably necessary to assist the Data Discloser in mitigating the effects of the Personal Data Breach;

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- 4.11.2 implement any measures necessary to restore the security of any compromised Personal Data;
 - 4.11.3 work with the Data Discloser to make any required notifications to the Information Commissioner's Office or any other regulatory authority and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
 - 4.11.4 not do anything which may damage the reputation of the Data Discloser or that Party's relationship with the relevant Data Subjects, save as required by Law.
- 4.12 Personal Data provided by the Data Discloser to the Data Recipient may be used exclusively to exercise rights and obligations under this Contract as specified in Annex 1 (*Processing Personal Data*).
- 4.13 Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under this Contract which is specified in Annex 1 (*Processing Personal Data*).

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Annex 1 - Processing Personal Data

Part 1 – Data Processing Particulars

1. **This Annex shall be completed by the Controller, who may take account of the view of the Processor, however the final decision as to the content of this Annex shall be with the Buyer at its absolute discretion.**
 - 1.1 The Buyer's Data Protection Officer is [REDACTED]
 - 1.2 The Supplier's Data Protection Officer is: [REDACTED]
 - 1.3 The Processor shall comply with any further written instructions of the Controller, provided that the Controller issues such further written instructions in accordance with the Variation Procedure, except where the Controller has given further instructions under Paragraph 2.2 of this Schedule necessary to meet the requirements of Data Protection Legislation.
 - 1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Buyer is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with Paragraph 2 and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the "School Contact Data" which comprises the following categories of Personal Data:</p> <ul style="list-style-type: none"> <i>First and last name, telephone number and email addresses of School Contacts.</i> <i>"School Contacts" means the OSF School SLT Member and OSF School Lead contacts of participating Schools.</i> <p>The Parties are Joint Controllers</p> <p>Not Applicable</p> <p>The Parties are Independent Controllers of Personal Data</p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of the "Business Contact Data" which comprises the following categories of Personal Data:</p> <ul style="list-style-type: none"> <i>Business Contact Details of Supplier Staff and the finance contacts for Schools for which the Supplier is the Controller.</i> <i>Business Contact Details of any directors, officers, employees, agents, consultants, contractors and professional</i>

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Description	Details
	<p><i>advisers of the Buyer ("Buyer Personnel") who are engaged in the performance of the Buyer's duties under this Contract for which the Buyer is the Controller.</i></p> <p><i>"Business Contact Details" means first and last name, business telephone number, email address, office location and position/job title and/or role.</i></p>
Duration of the Processing	All Personal Data shall be Processed by the Parties for six (6) Months after the termination or expiry of this Contract in accordance with Clause 14 of the Core Terms, or, if applicable, the end of the Termination Assistance Period (whichever is later).
Subject matter, nature and purposes of the Processing	<p>The School Contact Data is Processed to enable the Supplier to comply with its obligations under this Contract and to enable the Buyer to liaise with relevant participating Schools to check the performance of the Programme and assess the Supplier's performance of the Services. The Core Processing comprises the following Processing activities: collection, recording, organisation, structuring, storage of School Contact Data as part of the national database created and maintained by the Supplier, adaptation or alteration (where the Supplier updates the records on a monthly basis in order to reflect changes to details), retrieval and consultation of the School Contact Data by the Buyer on a monthly basis, use, disclosure by making available/publishing the School Contact Data to the Buyer, restriction, erasure or destruction of data (whether or not by automated means).</p> <p>The Business Contact Data is Processed by the Parties as Independent Controllers for the purposes of ensuring the effective management of this Contract and execution, by the Supplier, of the Programme including helping to administer the grant funding between the Buyer and the Schools. The Ancillary Processing comprises the following Processing activities: collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means).</p>
Type of Personal Data	School Contact Data and Business Contact Data (see Row 1 above).
Categories of Data Subject	School Contacts, Buyer Personnel and Supplier Staff.

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Description	Details
<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Law to preserve that type of data</p>	<p>On the expiry or termination of this Contract, or, if applicable, after the end of the Termination Assistance Period, (whichever is later) the Supplier must promptly delete or return Government Data (including Personal Data) and otherwise return the Buyer's property (including the Buyer Assets) in compliance with: Clause 14 of the Core Terms, this Schedule, any policies and procedures of the Buyer which may be in force from time to time and otherwise comply with any further instructions of the Buyer as may be notified to the Supplier under this Annex.</p>
<p>Locations at which the Supplier and/or its Subcontractors process Personal Data under this Contract</p>	<p>The UK and the USA.</p>
<p>Protective Measures that the Supplier and, where applicable, its Subcontractors have implemented to protect Personal Data Processed under this Contract against a Data Loss Event</p>	<p>The Supplier shall, and shall procure that its Subcontractors shall:</p> <ul style="list-style-type: none"> • be certified Cyber Essentials Basic (in the case of Subcontractors, only where required under Paragraph 2.4, and subject to Paragraph 2.5, of Schedule 19 (Cyber Essentials Scheme)); • adhere to the Security Management Plan as set out in Schedule 16 (Security); • comply with any policies and procedures of the Buyer which may be in force from time to time; and • comply with any further instructions of the Buyer as may be notified to the Supplier under this Annex.

Schedule 20 (Processing Data)

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Part 2 - Approved Sub-processors

	Member (trading name)	Name of member's legal entity	Status/Registration Numbers
1.	Active Partners Trust	Active Partners Trust	Registered in England: 10876876. Registered Charity Number: 1180787.
2.	StreetGames	StreetGames UK	StreetGames is registered as a charity with the Charity Commission (registered charity number 1113542) and as a company limited by guarantee with the Registrar of Companies (registered company number 5384487)
3.	Youth Sport Trust	Youth Sport Trust	Registered charity number: 1086915 Registered company number: 4180163
4.	BeActive	Active Luton	Company number: 5458934 Charity number: 1111804
5.	Get Berkshire Active	Get Berkshire Active Ltd	Company number: 07743643 Charity number: 1150486
6.	Sport Birmingham	Birmingham Sport & Physical Activity Trust	Company number: 08177159 Charity number: 1155171
7.	Active Black Country	Black Country Consortium Limited	Company number: 05159791
8.	Leap (Bucks & Milton Keynes)	Buckinghamshire Council	Buckinghamshire & Milton Keynes Sport and Activity Partnership
9.	Living Sport	Living Sport Cambridgeshire and Peterborough Sports Partnership Limited	Company number: 05894596 Charity number: 1124122
10.	Active Cheshire	Active Cheshire	Company number: 02401068 Charity number: 701764
11.	Active Cornwall	Cornwall Council	Unincorporated – hosted by Cornwall Council
12.	County Durham Sport	County Durham Sport	Company number: 09964013 Charity number: 1168336
13.	Think Active	Think Active CSW	Company number: CE025105 Charity number: 1193957

Schedule 20 (Processing Data)

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	Member (trading name)	Name of member's legal entity	Status/Registration Numbers
14	Active Cumbria	Cumbria County Council	Unincorporated – hosted by Cumbria County Council
15	Active Devon	Devon County Council	Unincorporated – hosted by Devon County Council
16	Active Dorset	Active Dorset CIC	Company number: 06939457 Charity number: 1175697
17	Active Essex	Essex County Council	Unincorporated – hosted by Essex County Council
18	Active Gloucestershire	Active Gloucestershire	Company number: 07344552 Charity number: 1138546
19	London Sport	London Sport	Company number: 08355406 Charity number: 1165100
20	Greater Sport	Greater Manchester Sports Partnership	Company number: 03258930 Charity number: 1059115
21	Energise Me	Energise Me	Company number: CE005425 Charity number: 1165592
22	Active Herefordshire & Worcestershire	Sports Partnership Herefordshire and Worcestershire	Company number: 08822764 Charity number: 1184297
23	Herts Sports Partnership	University of Hertfordshire	Unincorporated – hosted by University of Hertfordshire
24	Active Humber	Active Humber Ltd	Company number: 08759196 Charity number: 1155928
25	Active Kent & Medway	Kent County Council	Unincorporated - hosted by Kent County Council
26	Active Lancashire	Active Lancashire Limited	Company number: 06859894 Charity number: 1159832
27	Active Together	Leicestershire County Council	Unincorporated - hosted by Leicestershire County Council
28	Active Lincolnshire	Active Lincolnshire	Company number: 05252701 Charity number: 1134988

Schedule 20 (Processing Data)

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	Member (trading name)	Name of member's legal entity	Status/Registration Numbers
29	MSP	Liverpool City Council	Unincorporated - hosted by Liverpool City Council
30	Active Norfolk	Norfolk County Council	Unincorporated - hosted by Norfolk County Council
31	North Yorkshire Sport	North Yorkshire Sport Ltd	Company number: 08715810 Charity number: 1155238
32	Northamptonshire Sport	Northamptonshire Sport	Company number: CE017997 Charity number: 1184107
33	RISE	Rise North East	Company number: 07176549 Charity number: 1135223
34	Active Oxfordshire	Active Oxfordshire	Company number: CE014539 Charity number: 1179040
35	Energize Shropshire, Telford & Wrekin	Energize Shropshire Telford and Wrekin	Company number: 08066413 Charity number: 1147861
36	SASP (Somerset Activity & Sports Partnership)	Somerset Activity and Sports Partnership	Company number: 05798066 Charity number: 1118900
37	Yorkshire Sport Foundation	Yorkshire Sport Foundation	Company number: 07633990 Charity number: 1143654
38	Together Active Staffordshire & Stoke on Trent	Together Active	Company number: CE020272 Charity number: 1187329
39	Active Suffolk	East Suffolk Council	Unincorporated – hosted by East Suffolk Council
40	Active Surrey	Surrey County Council	Unincorporated – hosted by Surrey County Council
41	Active Sussex	Sussex County Sports Partnership Trust	Company number: 06166961 Charity number: 1122082
42	Tees Valley Sport	Teeside University	Unincorporated – hosted by Teeside University
43	Wesport	West of England Sport Partnership	Company number: 05794916 Charity number: 1114495

Schedule 20 (Processing Data)
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	Member (trading name)	Name of member's legal entity	Status/Registration Numbers
44	WASP	Wiltshire and Swindon Sport CIC	Company number: 07815573
45	Smartsheet		https://www.smartsheet.com/contact?fts=contact-header-nav
46	Microsoft		https://support.microsoft.com/contactus

Schedule 21 (Variation Form)

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Schedule 21 (Variation Form)

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

Contract Details	
This variation is between:	<p>(1) The Secretary of State for Education, Department for Education whose principle offices are on Sanctuary Buildings, Great Smith Street, London, SW1 3BT ("the Buyer");</p> <p>and</p> <p>(2) Active Partnerships (company registration number: 07800542) whose registered address is Sport Park Loughborough University, 3 Oakwood Drive, Loughborough, Leicestershire, LE11 3QF ("the Supplier")</p>
Contract name:	Opening School Facilities (" the Contract ")
Contract reference number:	con_17914
Details of Proposed Variation	
Variation initiated by:	[delete] as applicable: Buyer/Supplier]
Variation number:	[insert] variation number]
Date variation is raised:	[insert] date]
Proposed variation	
Reason for the variation:	[insert] reason]
An Impact Assessment shall be provided within:	[insert] number] days
Impact of Variation	
Likely impact of the proposed variation:	[Supplier to insert] assessment of impact]
Outcome of Variation	

Schedule 21 (Variation Form)
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Contract variation:	This Contract detailed above is varied as follows: <ul style="list-style-type: none">• [Buyer to insert original Clauses or Paragraphs to be varied and the changed clause]	
Financial variation:	Original Contract Value:	£ [insert amount]
	Additional cost due to variation:	£ [insert amount]
	New Contract value:	£ [insert amount]

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

Signed by an authorised signatory for and on behalf of the Buyer

Signature

Date

Name (in Capitals)

Address

Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature

Date

Name (in Capitals)

Address

Schedule 22 (Insurance Requirements)
Crown Copyright 2022

Schedule 22 (Insurance Requirements)

1. The insurances you need to have

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

2. How to manage the Required Insurances

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

Schedule 22 (Insurance Requirements)

Crown Copyright 2022

3. What happens if you aren't insured

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

4. Evidence of Required Insurances you must provide

- 4.1 The Supplier shall upon the Start Date and within fifteen (15) Working Days after the renewal of each of the Required Insurances, provide evidence, in a form satisfactory to the Buyer, that the Required Insurances are in full force and effect and meet in full the requirements of this Schedule.

5. Making sure you are insured to the required amount

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

6. Cancelled Required Insurance

- 6.1 The Supplier shall notify the Buyer in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Required Insurances.
- 6.2 The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any Required Insurance or cover, or to treat any Required Insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Buyer (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any Required Insurance, or any cover or claim under any Required Insurance in whole or in part.

7. Required Insurance claims

- 7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Services, or this Contract for which it may be entitled to claim under any of the Required Insurances. In the event that the Buyer receives a claim relating to or arising out of this Contract or the Services, the Supplier shall co-operate with the Buyer and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.

Schedule 22 (Insurance Requirements)

Crown Copyright 2022

- 7.2 Except where the Buyer is the claimant party, the Supplier shall give the Buyer notice within twenty (20) Working Days after any insurance claim in excess of one million pounds sterling (£1,000,000) relating to or arising out of the provision of the Services or this Contract on any of the Required Insurances or which, but for the application of the applicable policy excess, would be made on any of the Required Insurances and (if required by the Buyer) full details of the incident giving rise to the claim.
- 7.3 Where any Required Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 7.4 Where any Required 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 Buyer any sum paid by way of excess or deductible under the Required Insurances whether under the terms of this Contract or otherwise.

Schedule 22 (Insurance Requirements)

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ANNEX: REQUIRED INSURANCES

PART A: THIRD PARTY PUBLIC AND PRODUCTS LIABILITY INSURANCE

1 Insured

1.1 The Supplier.

2 Interest

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

(a) death or bodily injury to or sickness, illness or disease contracted by any person; and

(b) loss of or damage to physical property;

happening during the period of insurance (as specified in Paragraph 5) and arising out of or in connection with the provision of the Services and in connection with this Contract.

3 Limit of indemnity

3.1 Not less than five million pounds sterling (£5,000,000) in respect of any one occurrence, the number of occurrences being unlimited in any annual policy period, but five million pounds sterling (£5,000,000) in the aggregate per annum in respect of products and pollution liability (to the extent insured by the relevant policy).

4 Territorial limits

4.1 United Kingdom.

5 Period of insurance

5.1 For the Contract Period and, if applicable, until the end of the Termination Assistance Period, and renewable on an annual basis unless agreed otherwise by the Buyer in writing.

6 Cover features and extensions

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

7 Principal exclusions

7.1 War and related perils.

7.2 Nuclear and radioactive risks.

7.3 Liability for death, illness, disease or bodily injury sustained by employees of the Insured arising out of the course of their employment.

Schedule 22 (Insurance Requirements)

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

8 Maximum deductible threshold

- 8.1 Not to exceed two hundred and fifty pounds sterling (£250) for each and every third party property damage claim (personal injury claims to be paid in full).

Schedule 22 (Insurance Requirements)
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PART B: UNITED KINGDOM COMPULSORY INSURANCES

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

Schedule 22 (Insurance Requirements)

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PART C: ADDITIONAL INSURANCES

PROFESSIONAL INDEMNITY INSURANCE

1 Insured

1.1 The Supplier.

2 Interest

2.1 To indemnify the Insured for all sums which the Insured shall become legally liable to pay (including claimants' costs and expenses) as a result of claims first made against the Insured during the period of insurance (as specified in Paragraph 5.1 (Period of Insurance) below) by reason of any negligent act, error and/or omission arising from or in connection with the provision of the Services and in connection with this Contract.

3 Limit of indemnity

3.1 Not less than two million pounds sterling (£2,000,000) in respect of any one claim and in the aggregate per annum, exclusive of defence costs which are payable in addition.

4 Territorial limits

4.1 United Kingdom.

5 Period of insurance

5.1 For the Contract Period and, if applicable, until the end of the Termination Assistance Period, and renewable on an annual basis unless agreed otherwise by the Buyer in writing.

6 Cover features and extensions

6.1 Loss of documents and computer records extension.

6.2 In respect of any claims made policy wording providing retroactive cover from the Start Date or retroactive date no later than the Start Date.

6.3 Legal defence costs.

7 Principal exclusions

7.1 War and related perils.

7.2 Nuclear and radioactive risks.

8 Maximum deductible threshold

8.1 Not to exceed five hundred pounds sterling (£500) for each claim.

Schedule 23 (Guarantee - NOT USED)
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Schedule 23 (Guarantee - NOT USED)

NOT USED

Schedule 24 (Financial Difficulties)
Crown Copyright 2022

Schedule 24 (Financial Difficulties)

1. Definitions

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

"Additional FDE Group Member"

means Key Subcontractors;

"Financial Distress Event"

The occurrence of one or more the following events:

- (a) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of any FDE Group entity;
- (b) a Key Subcontractor notifies the Buyer that the Supplier has not paid any material sums properly due under a specified invoice and not subject to a genuine dispute;
- (c) any FDE Group entity extends the filing period for filing its accounts with the Registrar of Companies so that the filing period ends more than 9 months after its accounting reference date without an explanation to the Buyer which the Buyer (acting reasonably) considers to be adequate;
- (d) any FDE Group entity is late to file its annual accounts without a public notification or an explanation to the Buyer which the Buyer (acting reasonably) considers to be adequate;
- (e) the directors and/or external auditors of any FDE Group entity conclude that a material uncertainty exists in relation to that FDE Group entity's going concern in the annual report including in a reasonable but plausible downside scenario. This includes, but is not limited to, commentary about liquidity and trading prospects in the reports from directors or external auditors;
- (f) any of the following:

Schedule 24 (Financial Difficulties)

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- (i) any FDE Group entity makes a public announcement which contains commentary with regards to that FDE Group entity's liquidity and trading and trading prospects, such as but not limited to, ability to trade as a going concern;
- (ii) commencement of any litigation against any FDE Group entity with respect to financial indebtedness greater than £5m or obligations under a service contract with a total contract value greater than £5m;
- (iii) non-payment by any FDE Group entity of any financial indebtedness;
- (iv) any financial indebtedness of any FDE Group entity becoming due as a result of an event of default;
- (v) the Supplier or Sport England makes any notification under Paragraph 3.2 of this Schedule 24 (Financial Difficulties),

in each case which the Buyer reasonably believes (or would be likely reasonably to believe) could directly impact on the continued provision of the Services in accordance with this Contract;

"Financial Distress Service Continuity Plan"

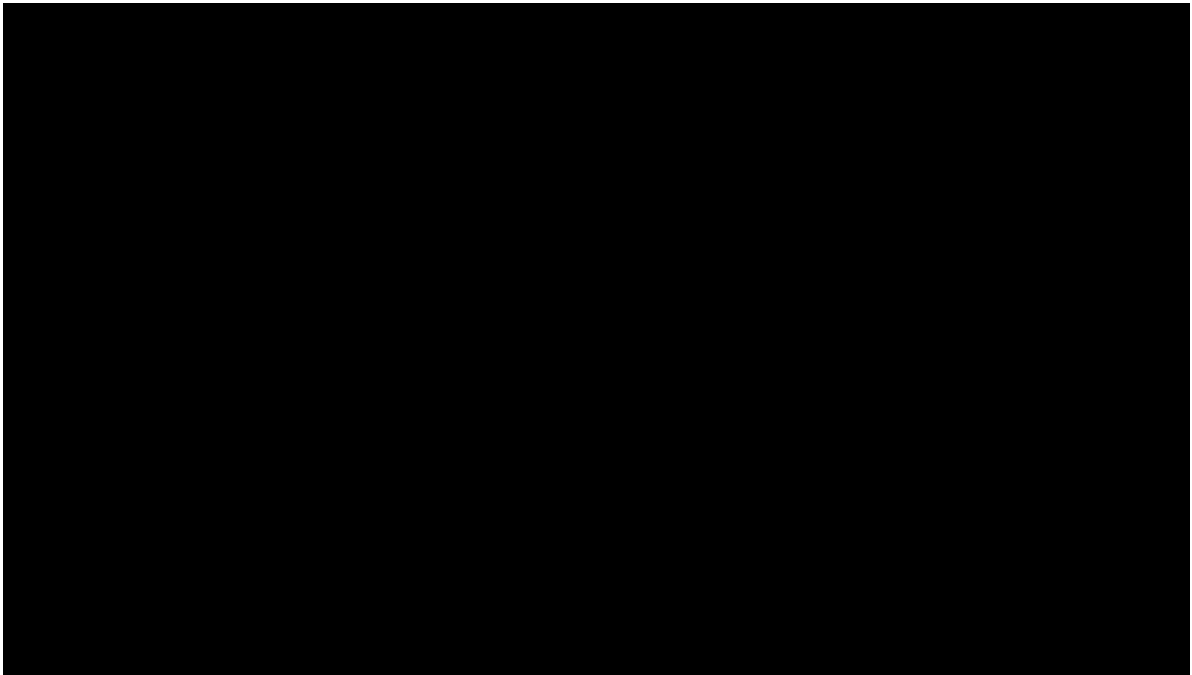
a plan setting out how the Supplier will ensure the continued performance of the Services in accordance with this Contract in the event that a Financial Distress Event occurs. This plan should include what the Buyer would need to put in place to ensure performance of the Services in accordance with this Contract up to and including any Insolvency Event in respect of the relevant FDE Group entity.

2. When this Schedule applies

- 2.1 The Parties shall comply with the provisions of this Schedule in relation to the assessment of the financial standing of the FDE Group and the consequences of a change to that financial standing.
- 2.2 The terms of this Schedule shall survive until the End Date or, if applicable, the Termination Assistance Period.

Schedule 24 (Financial Difficulties)
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3. Monitoring of the Supplier



4. What happens if there is a Financial Distress Event

- 4.1 The Supplier shall promptly notify (or shall procure that its auditors promptly notify) the Buyer in writing following the occurrence of a Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event and in any event, ensure that such notification is made within 10 Working Days of the date on which the Supplier first becomes aware of the Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event.
- 4.2 In the event of a Financial Distress Event then, immediately upon notification of the Financial Distress Event (or if the Buyer becomes aware of the Financial Distress Event without notification and brings the event to the attention of the Supplier), the Supplier shall have the obligations and the Buyer shall have the rights and remedies as set out in Paragraphs 4.4 to 4.6 below.
- 4.3 In the event that a Financial Distress Event arises due to a Key Subcontractor notifying the Buyer that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute, then the Buyer shall not exercise any of its rights or remedies under Paragraph 4.4 without first giving the Supplier ten (10) Working Days to:
 - 4.3.1 rectify such late or non-payment; or
 - 4.3.2 demonstrate to the Buyer's reasonable satisfaction that there is a valid reason for late or non-payment.
- 4.4 The Supplier shall (and shall procure that each Additional FDE Group Member shall):
 - 4.4.1 at the request of the Buyer meet the Buyer as soon as reasonably practicable (and in any event within three (3) Working Days of the initial notification (or awareness) of the Financial Distress Event) to

Schedule 24 (Financial Difficulties)

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- review the effect of the Financial Distress Event on the continued performance of this Contract and delivery of the Services in accordance this Contract; and
- 4.4.2 where the Buyer reasonably believes (taking into account the discussions and any representations made under Paragraph 4.4.1) that the Financial Distress Event could impact on the continued performance of this Contract and delivery of the Services in accordance with this Contract:
- a) submit to the Buyer for its Approval, a draft Financial Distress Service Continuity Plan as soon as reasonably practicable (and in any event, within ten (10) Working Days of the initial notification (or awareness) of the Financial Distress Event);
 - b) use reasonable endeavours to put in place the necessary measures with each Additional FDE Group Member to ensure that it is able to provide financial information relating to that Additional FDE Group Member to the Buyer; and
 - c) provide such financial information relating to FDE Group entity as the Buyer may reasonably require.
- 4.5 If the Buyer does not (acting reasonably) Approve the draft Financial Distress Service Continuity Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the preparation of a further draft Financial Distress Service Continuity Plan, which shall be resubmitted to the Buyer within five (5) Working Days of the rejection of the first or subsequent (as the case may be) drafts. This process shall be repeated until the Financial Distress Service Continuity Plan is either:
- 4.5.1 Approved;
 - 4.5.2 referred, by notice sent by either Party to the other Party explaining why it thinks the Financial Distress Service Continuity Plan has not been Approved, to commercial negotiation led by senior representatives who have authority to agree the Financial Distress Service Continuity Plan (to be held within 28 days of the date of the notice); or
 - 4.5.3 finally rejected by the Buyer.
- 4.6 Following Approval of the Financial Distress Service Continuity Plan by the Buyer, the Supplier shall:
- 4.6.1 on a regular basis (which shall not be less than Monthly), review the Financial Distress Service Continuity Plan and assess whether it remains adequate and up to date to ensure the continued performance this Contract and delivery of the Services in accordance with this Contract;
 - 4.6.2 provide a written report of the results of each review and assessment carried out under Paragraph 4.6.1 to the Buyer;
 - 4.6.3 where the Financial Distress Service Continuity Plan is not adequate or up to date in accordance with Paragraph 4.6.1, submit an updated

Schedule 24 (Financial Difficulties)

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Financial Distress Service Continuity Plan to the Buyer for its Approval, and the provisions of Paragraphs 4.5 shall apply to the review and Approval process for the updated Financial Distress Service Continuity Plan; and

- 4.6.4 comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).
- 4.7 Where the Supplier reasonably believes that the relevant Financial Distress Event (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify the Buyer and subject to the agreement of the Parties, the Supplier may be relieved of its obligations under Paragraph 4.6.

5. When the Buyer can terminate for financial distress

- 5.1 The Buyer shall be entitled to terminate this Contract for material Default if:
 - 5.1.1 the Supplier fails to notify the Buyer of a Financial Distress Event in accordance with Paragraph 4.1;
 - 5.1.2 the Supplier fails to comply with any part of Paragraph 4.4;
 - 5.1.3 subject to Paragraph 5.2, the Buyer finally rejects a Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraph 4.5.3;
 - 5.1.4 the senior representatives who have authority to agree the Financial Distress Service Continuity Plan (acting reasonably) do not meet within 28 days of the date of the notice of referral pursuant to Paragraph 4.5.2;
 - 5.1.5 the senior representatives who have authority to agree the Financial Distress Service Continuity Plan (acting reasonably) do not agree the Financial Distress Service Continuity Plan after it has been referred pursuant to Paragraph 4.5.2; and/or
 - 5.1.6 the Supplier fails to comply with the terms of the Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraph 4.6.4.
- 5.2 A material Default may only occur under Paragraph 5.1.3 after the expiry of the first five (5) Working Days period for the Supplier to submit a revised draft of the first draft of the Financial Distress Service Continuity Plan starting on and from the date on which the Buyer first notified the Supplier that Supplier must submit a revised draft of the first draft Financial Distress Service Continuity Plan.

6. What happens if the Financial Distress Event no longer exists

- 6.1 Without prejudice to the Supplier's obligations and the Buyer's rights and remedies under Paragraph 5 above, if, following the occurrence of a Financial Distress Event, the Supplier evidences to the Buyer's satisfaction that the Financial Distress Event no longer exists, then:
 - 6.1.1 the Supplier shall be relieved automatically of its obligations under Paragraphs 4.4 to 4.6; and

Schedule 24 (Financial Difficulties)

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- 6.1.2 the Buyer shall not be entitled to require the Supplier to provide financial information in accordance with Paragraph 4.4.2c).

Schedule 25 (Rectification Plan)
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Schedule 25 (Rectification Plan)

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

Schedule 25 (Rectification Plan)

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

Schedule 26 (Sustainability)
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Schedule 26 (Sustainability)

Definitions

"Modern Slavery Helpline"	means the UK Modern Slavery & Exploitation Helpline on 08000 121 700;
"Waste Hierarchy"	means prioritisation of waste management in the following order of preference as set out in the Waste (England and Wales) Regulations 2011: <ul style="list-style-type: none">(a) Prevention;(b) Preparing for re-use;(c) Recycling;(d) Other Recovery; and(e) Disposal.

1. Public Sector Equality Duty

- 1.1. In addition to legal obligations, where the Supplier is providing Services to which the Public Sector Equality Duty applies, the Supplier shall support the Buyer in fulfilling its Public Sector Equality Duty by ensuring that it fulfils its obligations under this Contract in a way that seeks to:
 - 1.1.1. eliminate discrimination, harassment or victimisation and any other conduct prohibited by the Equality Act 2010; and
 - 1.1.2. advance:
 - 1.1.2.1. equality of opportunity; and
 - 1.1.2.2. good relations,
between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

2. Employment Law

- 2.1. The Supplier must perform its obligations so as to meet the requirements of all applicable Law regarding employment.

3. Modern Slavery

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

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

4. Environmental Requirements

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

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- 4.2.3. ensure that it and any third parties used to undertake recycling, disposal or other recovery as a consequence of this Contract do so in a legally compliant way.

5. Supplier Code of Conduct

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

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

The Buyer expects to meet, and expects the Supplier and Subcontractors to meet, the standards set out in that Code.

6. Reporting

- 6.1. The Supplier shall comply with reasonable requests by the Buyer for information evidencing compliance with any of the requirements in Paragraphs 1 - 5 of this Schedule 26 within thirty (30) days of such request, provided that such requests are limited to two per requirement per Contract Year.

Schedule 27 (Key Subcontractors)

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Schedule 27 (Key Subcontractors)

1. Restrictions on Key Subcontractors

- 1.1 The Supplier is entitled to sub-contract its obligations under this Contract to the Key Subcontractors set out in the Award Form.
- 1.2 Where during the Contract Period or, if applicable, the Termination Assistance Period the Supplier wishes to enter into a new Key Sub-contract or replace a Key Subcontractor, it must obtain the prior written consent of the Buyer and the Supplier shall, at the time of requesting such consent, provide the Buyer with the information detailed in Paragraph 1.3 of this Schedule. The decision of the Buyer to consent or not will not be unreasonably withheld or delayed. Where the Buyer consents to the appointment of a new Key Subcontractor then it will be added to the Key Subcontractor section of the Award Form. The Buyer may reasonably withhold its consent to the appointment of a Key Subcontractor if, in its sole discretion, it considers that:
 - 1.2.1 the appointment of a proposed Key Subcontractor may prejudice the provision of the Services or may be contrary to the Buyer's interests;
 - 1.2.2 the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
 - 1.2.3 the proposed Key Subcontractor employs unfit persons.
- 1.3 The Supplier shall provide the Buyer with the following information in respect of the proposed Key Subcontractor:
 - 1.3.1 the proposed Key Subcontractor's name, registered office and company registration number;
 - 1.3.2 the scope/description of any Services to be provided by the proposed Key Subcontractor;
 - 1.3.3 where the proposed Key Subcontractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the Buyer that the proposed Key Sub-Contract has been agreed on "arm's-length" terms;
 - 1.3.4 the Key Sub-Contract price expressed as a percentage of the total projected Charges over the Contract Period or, if applicable, the Termination Assistance Period; and
 - 1.3.5 (where applicable) the proposed Key Subcontractor's credit rating with a view to the Parties agreeing a minimum credit rating level to apply to that proposed Key Subcontractor and an associated Variation being made to the definition of "Financial Distress Event" so as to include circumstances where that Key Subcontractor's credit rating level drops below the agreed minimum level (such agreement to be in accordance with the Variation Procedure).

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- 1.4 If requested by the Buyer, within ten (10) Working Days of receipt of the information provided by the Supplier pursuant to Paragraph 1.3 above, the Supplier shall also provide:
 - 1.4.1 a copy of the proposed Key Sub-Contract; and
 - 1.4.2 any further information reasonably requested by the Buyer.
- 1.5 The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:
 - 1.5.1 provisions which will enable the Supplier to discharge its obligations under this Contract;
 - 1.5.2 a right under CRTPA for the Buyer to enforce any provisions under the Key Sub-Contract which confer a benefit upon the Buyer;
 - 1.5.3 a provision enabling the Buyer to enforce the Key Sub-Contract as if it were the Supplier;
 - 1.5.4 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to a Replacement Supplier;
 - 1.5.5 obligations no less onerous on the Key Subcontractor than those imposed on the Supplier under this Contract in respect of:
 - a) the data protection requirements set out in Clause 18 (Data protection);
 - b) the FOIA and other access request requirements set out in Clause 20 (When you can share information);
 - c) an obligation not to embarrass the Buyer or otherwise bring the Buyer into disrepute;
 - d) the keeping of records in respect of the goods and/or services being provided under the Key Sub-Contract; and
 - e) the conduct of audits set out in Clause 6 (Record keeping and reporting);
 - 1.5.6 provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on the Buyer under Clauses 14.2 (Other reasons the Buyer can end this Contract) and 14.4 (What happens if this Contract ends) of this Contract; and
 - 1.5.7 a provision restricting the ability of the Key Subcontractor to sub-contract all or any part of the provision of the Services provided to the Supplier under the Key Sub-Contract to a third party (which does not include working with the Local Active Partnerships to deliver the Services) without first seeking the written consent of the Buyer; and
 - 1.5.8 a provision enabling the Supplier, the Buyer or any other person on behalf of the Buyer to step-in on substantially the same terms as are set out in Clause 13 (Step-in rights).

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

Schedule 28 (ICT Services - NOT USED)
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Schedule 28 (ICT Services - NOT USED)

NOT USED

Schedule 29 (Key Supplier Staff)
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Schedule 29 (Key Supplier Staff)

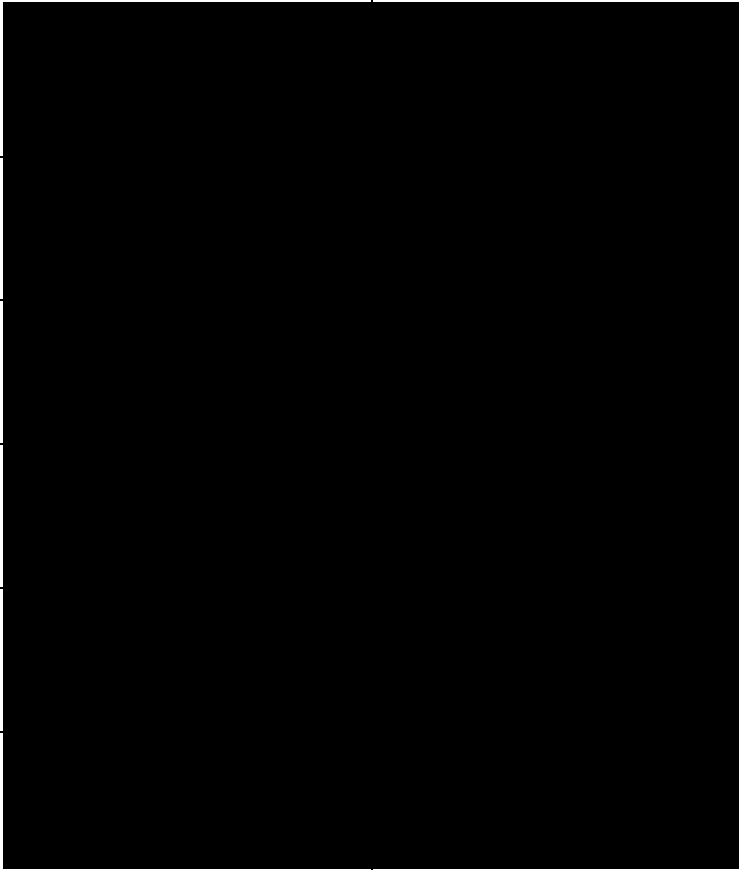
- 1.1 The Annex 1 to this Schedule lists the key roles ("**Key Roles**") and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date ("**Key Staff**").
- 1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period and, if applicable, the Termination Assistance Period.
- 1.3 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:
 - 1.3.1 requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);
 - 1.3.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
 - 1.3.3 the person's employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.
- 1.4 The Supplier shall:
 - 1.4.1 notify the Buyer promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
 - 1.4.2 use reasonable endeavours to ensure that any Key Role is not vacant for any longer than twenty (20) Working Days;
 - 1.4.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff's employment contract, this will mean at least three (3) Months' notice;
 - 1.4.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Services; and
 - 1.4.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.
- 1.5 The Buyer may, in accordance with the Variation Procedure, request the Supplier remove, or procure that any Subcontractor shall remove, any Key

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Staff that the Buyer considers is, in any respect, unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Staff.

Schedule 29 (Key Supplier Staff)
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Annex 1- Key Roles

Key Role	Key Staff	Contact Details
Supplier Contract Manager		
National Delivery, Active Partnership, National Programme Lead		
National Delivery, Active Partnership, Project and Admin Support Officer		
ukactive, Head of Research		
Youth Sport Trust, Programme Manager		
StreetGames, Programme Manager		

Schedule 30 (Exit Management)
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Schedule 30 (Exit Management)

1. Definitions

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

"Exit Information"	has the meaning given to it in Paragraph 3.1 of this Schedule;
"Exit Manager"	the person appointed by each Party to manage their respective obligations under this Schedule;
"Exit Plan"	has the meaning given to it in Paragraph 4.1 of this Schedule;
"Termination Assistance Notice"	has the meaning given to it in Paragraph 5.1 of this Schedule;
"Termination Assistance Period"	the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance, as may be extended pursuant to Paragraph 5.2 of this Schedule;
"Transferable Contracts"	Key Sub-Contracts, licences for the Supplier's software, licences for third party software used for the purposes of providing the Services, or any other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Services and/or Replacement Services, including licences to all relevant Documentation;
"Transferring Contracts"	has the meaning given to it in Paragraph 8.2 of this Schedule.

2. Supplier must always be prepared for contract exit

2.1 The Supplier shall procure that all Transferable Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Buyer) at the request of the Buyer to the Buyer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Services (or part of them) and if the Supplier is unable to do so then the Supplier shall

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promptly notify the Buyer and the Buyer may require the Supplier to procure an alternative Subcontractor or provider of the Services.

- 2.2 Each Party shall appoint an Exit Manager within three (3) Months of the start of Contract Year 2. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Contract.

3. Assisting re-competition for the Services

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

4. Exit Plan

- 4.1 The Supplier shall, within three (3) Months of the start of Contract Year 2, deliver to the Buyer a plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer (the "**Exit Plan**").
- 4.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 4.3 The Exit Plan shall set out, as a minimum:
- 4.3.1 how the Exit Information is obtained;
 - 4.3.2 the management structure to be employed during the Termination Assistance Period;

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- 4.3.3 how the Services will cease and/or transfer to the Replacement Supplier and/or the Buyer including any relevant timetable;
 - 4.3.4 details of any Transferable Contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the End Date together with any reasonable costs required to effect such transfer;
 - 4.3.5 the scope of Termination Assistance that may be required for the benefit of the Buyer (including which services set out in Annex 1 to this Schedule 30 are applicable), how it will be provided and an estimated timeline;
 - 4.3.6 any Costs (as defined in Schedule 3 (Charges)) that would be payable for the provision of Termination Assistance (calculated in accordance with Paragraph 4.4 below) together with a capped estimate of such Costs;
 - 4.3.7 proposals for providing the Buyer or a Replacement Supplier copies of all Documentation relating to the use and operation of the Services and required for their continued use;
 - 4.3.8 how the Supplier will ensure that there is no disruption to or degradation of the Services during the Termination Assistance Period; and
 - 4.3.9 any other information or assistance reasonably required by the Buyer or a Replacement Supplier.
- 4.4 Any Costs payable as a result of the Supplier providing Termination Assistance shall be charged in accordance with Paragraph 3 of Schedule 3 (Charges) save that Paragraph 3.1 of that Schedule shall not apply.
- 4.5 The Supplier shall:
- 4.5.1 maintain and update the Exit Plan (and risk management plan) no less frequently than:
 - a) every six (6) Months throughout the Contract Period;
 - b) no later than twenty (20) Working Days after a request from the Buyer for an up-to-date copy of the Exit Plan (provided the Buyer shall not request more than once per Contract Year under this Sub-Paragraph b));
 - c) as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than ten (10) Working Days after the date of the Termination Assistance Notice;
 - d) as soon as reasonably possible following, and in any event no later than twenty (20) Working Days following, any material change to the Services (including all changes under the Variation Procedure); and
 - 4.5.2 jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.

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- 4.6 Only if (by notification to the Supplier in writing) the Buyer agrees with an updated Exit Plan provided by the Supplier under Paragraph 4.5, shall that update become the Exit Plan for this Contract.
- 4.7 A version of an Exit Plan agreed between the Parties shall not be superseded by any draft or update submitted by the Supplier until that draft or update is agreed in accordance with Paragraph 4.6.

5. Termination Assistance

- 5.1 The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a "**Termination Assistance Notice**") at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:
 - 5.1.1 the nature of the Termination Assistance required; and
 - 5.1.2 the Termination Assistance Period, which shall continue no longer than six (6) Months after the End Date.
- 5.2 The Buyer shall have the option to extend the Termination Assistance Period beyond the initial period specified in the Termination Assistance Notice in one or more extensions, in each case provided that:
 - 5.2.1 no such extension shall extend the Termination Assistance Period beyond the date nine (9) Months after the End Date; and
 - 5.2.2 the Buyer shall notify the Supplier of any such extension by serving not less than twenty (20) Working Days' written notice upon the Supplier.
- 5.3 The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than twenty (20) Working Days' written notice upon the Supplier.
- 5.4 In the event that Termination Assistance is required by the Buyer but at the relevant time the Parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer-approved version of the Exit Plan (insofar as it still applies).

6. Termination Assistance Period

- 6.1 Throughout the Termination Assistance Period the Supplier shall:
 - 6.1.1 continue to provide the Services (as applicable) and otherwise perform its obligations under this Contract and, if required by the Buyer, provide the Termination Assistance;
 - 6.1.2 provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Services to the Buyer and/or its Replacement Supplier;

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- 6.1.3 use all reasonable endeavours to provide such assistance without additional Costs above the capped estimate set out in the Exit Plan (see Paragraph 4.3.6 above); and
- 6.1.4 subject to Paragraph 6.3, provide the Services and the Termination Assistance at no detriment to the Service Levels, the provision of the Transparency Reports or any other reports nor to any other of the Supplier's obligations under this Contract.
- 6.2 Any Costs incurred in providing such reasonable assistance as is referred to in Paragraph 6.1.2 which are above the capped estimate set out in the Exit Plan shall only become payable as Charges if they are agreed subject to the Variation Procedure.
- 6.3 If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Levels, the Parties shall vary the relevant Service Levels and/or Service Credits accordingly.

7. Obligations when this Contract ends

- 7.1 The Supplier shall comply with all of its obligations contained in the Exit Plan.
- 7.2 Upon termination or expiry of this Contract or at the end of the Termination Assistance Period, whichever is the later (or earlier if this does not adversely affect the Supplier's performance of the Services and the Termination Assistance), the Supplier shall:
 - 7.2.1 cease to use the Government Data;
 - 7.2.2 where applicable, vacate any Buyer Premises;
 - 7.2.3 where applicable, remove the Supplier Equipment together with any other materials used by the Supplier to supply the Services and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained therein, other than fair wear and tear, which is caused by the Supplier; and
 - 7.2.4 provide access during normal working hours to the Buyer and/or the Replacement Supplier for up to twelve (12) Months after the End Date to:
 - a) such information relating to the Services as remains in the possession or control of the Supplier; and
 - b) such members of the Supplier Staff as have been involved in the design, development and provision of the Services and who are still employed by the Supplier, provided that the Buyer and/or the Replacement Supplier shall pay the reasonable Costs of the Supplier actually incurred in responding to such requests for access.
- 7.3 Upon termination or expiry of this Contract (as the case may be) or at the end of the Termination Assistance Period (or earlier if this does not

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adversely affect the Supplier's performance of the Services and the Termination Assistance and its compliance with the other provisions of this Schedule), each Party shall return to the other Party (or if requested, destroy or delete) all Confidential Information of the other Party in respect of the terminated Services and shall certify that it does not retain the other Party's Confidential Information save to the extent (and for the limited period) that such information needs to be retained by the Party in question for the purposes of providing or receiving any Services or Termination Assistance or for statutory compliance purposes.

- 7.4 Except where this Contract or a Termination Assistance Notice provides otherwise, all licences and authorisations granted by the Buyer to the Supplier in relation to the Services shall terminate with effect from the end of the Termination Assistance Period.

8. Sub-Contracts and software

- 8.1 Following a Termination Assistance Notice and during the Termination Assistance Period, the Supplier shall not, without the Buyer's Approval terminate, enter into or vary any Sub-Contract or licence for any software in connection with the Services.
- 8.2 Within twenty (20) Working Days of the start of the Termination Assistance Period, the Buyer shall notify the Supplier setting out which, if any, of the Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or the Replacement Supplier (the "**Transferring Contracts**"), in order for the Buyer and/or its Replacement Supplier to provide the Services and/or Replacement Services from the expiry of the Termination Assistance Period. The Supplier shall provide all reasonable assistance required by the Buyer and/or its Replacement Supplier to enable it to determine which Transferable Contracts are required to provide the Services and/or Replacement Services. Where requested by the Supplier, the Buyer and/or its Replacement Supplier shall discuss in good faith with the Supplier which Transferable Contracts are used by the Supplier in matters unconnected to the Services or Replacement Services.
- 8.3 The Supplier shall as soon as reasonably practicable and, in any event, before any date determined by the Buyer, assign or procure the novation of the Transferring Contracts to the Buyer and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as the Buyer reasonably requires to effect this novation or assignment. The Supplier agrees that (notwithstanding the usual operation of an assignment or novation), in any deed of assignment or novation, it shall agree to the inclusion of an express term that the Supplier's liabilities and obligations which arise prior to the effective date of assignment/novation (as applicable) shall remain with the Supplier and are not to transfer to the Buyer and/or any Replacement Supplier. The Supplier will agree to express provisions in the deed of assignment/novation (as applicable) that the relevant counter-party to the Transferring Contract shall remain entitled to bring a claim directly against the Supplier in relation to obligations and liabilities that arise prior to the date of transfer of the Transferring Contract. If, despite reasonable endeavours on the part of the

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Supplier and the Buyer, the relevant counter-party refuses to accept this allocation of liabilities, the Supplier shall provide the Buyer (and/or the Replacement Supplier) with an indemnity against all costs, liabilities and losses arising out of claims made by the counter-party which relate to matters arising from acts or omissions on the part of the Supplier prior to the date of transfer of the Transferring Contract.

8.4 The Buyer shall:

8.4.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and

8.4.2 once a Transferring Contract is novated or assigned to the Buyer and/or the Replacement Supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract (from the effective date of the assignment/novation (as applicable)) and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.

8.5 The Supplier shall hold any Transferring Contracts on trust for the Buyer until the transfer of the relevant Transferring Contract to the Buyer and/or the Replacement Supplier has taken place.

9. Dividing the bills

9.1 All outgoings, expenses, rents, royalties and other periodical payments receivable in respect of the Transferring Contracts shall be apportioned between the Buyer and/or the Replacement Supplier and the Supplier as follows:

9.1.1 the amounts shall be annualised and divided by 365 to reach a daily rate;

9.1.2 the Buyer or Replacement Supplier (as applicable) shall be responsible for or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and

9.1.3 the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

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ANNEX 1: SCOPE OF TERMINATION ASSISTANCE

- 1.1 The Buyer may specify that any of the following services will be provided by the Supplier as part of its Termination Assistance:
 - 1.1.1 notifying the Subcontractors of procedures to be followed during the Termination Assistance Period and providing management to ensure these procedures are followed;
 - 1.1.2 providing reasonable details of work volumes and staffing requirements (including relevant roles and responsibilities in place for the provision of the Services) over the twelve (12) Months immediately prior to the commencement of Termination Assistance;
 - 1.1.3 agreeing with the Buyer an effective communication strategy and joint communications plan which sets out the implications for Supplier Staff, Buyer Personnel, End Users and key stakeholders;
 - 1.1.4 agreeing with the Buyer a handover plan for all of the Supplier's responsibilities as set out in the Security Management Plan;
 - 1.1.5 providing an information pack listing and describing the Services for use by the Buyer in the procurement of the Replacement Services;
 - 1.1.6 answering all reasonable questions from the Buyer and/or the Replacement Supplier regarding the Services;
 - 1.1.7 agreeing with the Buyer and/or the Replacement Supplier a plan for the migration of the Government Data to the Buyer and/or the Replacement Supplier;
 - 1.1.8 providing access to the Buyer and/or the Replacement Supplier during the Termination Assistance Period for the purpose of the smooth transfer of the provision of the Services to the Buyer and/or the Replacement Supplier:
 - a) to information and Documentation relating to the Services that are in the possession or control of the Supplier or its Subcontractors (and the Supplier agrees and will procure that its Subcontractors do not destroy or dispose of that information or Documentation within this period) including the right to take reasonable copies of that material; and
 - b) following reasonable notice and during the Supplier's (or the Key Subcontractor's where applicable) normal business hours, to members of the Supplier Staff or the staff of its Key Subcontractors who have been involved in the provision or management of the Services and who are still employed or engaged by the Supplier or its Key Subcontractors, including those employees filling the relevant Key Roles and Key Staff with specific knowledge in respect of the Exit Plan; and
 - 1.1.9 knowledge transfer services, including:
 - a) making available to the Buyer and/or the Replacement Supplier expertise to analyse training requirements and

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provide all necessary training for the use of tools by such staff at the time of termination or expiry as are nominated by the Buyer and/or the Replacement Supplier (acting reasonably);

- b) transferring all training material and providing appropriate training to those Buyer Personnel and/or Replacement Supplier staff responsible for internal training in connection with the provision of the Services or Replacement Services;
- c) providing as early as possible for transfer to the Buyer and/or the Replacement Supplier of all knowledge reasonably required for the provision of the Services which may, as appropriate, include information, records and documents;
- (d) providing reasonable information relating to the operational and business processes (including all Supporting Documentation) in place for the Services to assist the Buyer and/or Replacement Supplier setting up its own operational and/or business processes after the end of the Termination Assistance Period; and
- (e) providing reasonable information (and where relevant copies thereof) to the Buyer and/or the Replacement Supplier in relation to all governance and reports in place for the provision of the Services such that they may be used by the Buyer and/or the Replacement Supplier after the end of the Termination Assistance Period;

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

- 1.2 The Supplier will co-operate fully in the execution of the handover plan agreed pursuant to Paragraph 1.1.4, providing skills and expertise of a suitable standard.
- 1.3 The information which the Supplier will provide to the Buyer and/or the Replacement Supplier pursuant to Paragraph 1.1.8 shall include:
 - 1.3.1 copies of up-to-date procedures and operations manuals;
 - 1.3.2 product information;
 - 1.3.3 Transferring Contracts; and
 - 1.3.4 key support contact details for third party supplier personnel under Transferring Contracts,

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

Schedule 31 (Buyer Specific Terms - NOT USED)
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Schedule 31 (Buyer Specific Terms - NOT USED)

NOT USED

Schedule 32 (Background Checks)
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Schedule 32 (Background Checks)

1. When you should use this Schedule

This Schedule should be used where Supplier Staff must be vetted before working on this Contract.

2. Definitions

“Relevant Conviction” means any conviction listed in Annex 1 to this Schedule.

3. Relevant Convictions

- 3.1 The Supplier must ensure that no person who discloses that they have a Relevant Conviction, or a person who is found to have any Relevant Convictions (whether as a result of a police check or through the procedure of the Disclosure and Barring Service (DBS) or otherwise), is employed or engaged in any part of the provision of the Services without Approval.
- 3.2 Notwithstanding Paragraph 3.1 for each member of Supplier Staff who, in providing the Services, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Buyer owes a special duty of care, the Supplier must (and shall procure that the relevant Sub-Contractor must):
 - 3.2.1 conduct thorough questioning regarding any Relevant Convictions;
and
 - 3.2.2 ensure a police check is completed and such other checks as may be carried out through the Disclosure and Barring Service (DBS),
and the Supplier shall not (and shall ensure that any Sub-Contractor shall not) engage or continue to employ in the provision of the Services any person who has a Relevant Conviction or an inappropriate record.

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Annex 1 – Relevant Convictions

COMMON LAW		
Aiding, abetting, counselling or procuring the suicide of a child or young person (Northern Ireland)	Common Law	
False Imprisonment (England and Wales)	Common Law	Towards an adult or a child
Infanticide (contrary to the common law of Northern Ireland)	Common Law	
Lewd, indecent or libidinous behaviour or practices (Contrary to the common law of Scotland)	Common Law	Towards a child under the age of 17 years
Manslaughter (England and Wales)	Common Law	Towards an adult or a child
Murder (contrary to the common law of England & Wales)	Common Law	Towards an adult or a child
Kidnapping (contrary to the common law of England & Wales)	Kidnapping	Towards an adult or a child
Murder or manslaughter of a child or young person (contrary to the common law of Northern Ireland)	Common Law	
Plagium (contrary to the common law of Scotland)	Theft of a child below the age of puberty	

ASYLUM AND IMMIGRATION (TREATMENT OF CLAIMANTS, ETC.) ACT 2004		
Section 4	Trafficking people for exploitation	

CARE STANDARDS ACT 2000		
Section 11(1)	Failure to register	
Section 24	Failure to comply with conditions	
Section 25	Contravention of regulations	
Section 26	False descriptions of establishments and agencies	
Section 27	False statements in applications	

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CHILD ABDUCTION ACT 1984 (ENGLAND AND SCOTLAND)		
Section 1	Offence of abduction of child by parent, etc.	
Section 2	Offence of abduction of child by other persons	
Section 6	Offence in Scotland of parent, etc. taking or sending child out of United Kingdom	

CHILDREN ACT 1958		
Section 14	Offences relating to private fostering	

CHILDREN ACT 1989		
Schedule 5, para 1(5)	Offences relating to voluntary homes and children's homes	
Schedule 6, para 2(3)	Offences relating to voluntary homes and children's homes	
Section 49	Abduction of child in care	
Section 50(9)	Abduction of child in care (obstruction of recovery)	
Section 63(10)	Where any child is at any time cared for and accommodated in a children's home which is not a registered children's home	
Section 70	Offences relating to private fostering	

CHILDREN AND YOUNG PERSONS ACT 1933		
Section 1	Cruelty to persons under sixteen	
CHILDREN AND YOUNG PERSONS ACT 1969		

Section 32(3)	Detention of absentees	
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COMMUNICATIONS ACT 2003		
Section 127	Improper use of public electronic communications network	n.b. at time of publication this offence may be filtered and considered spent

Schedule 32 (Background Checks)

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CORONERS AND JUSTICE ACT 2009		
Section 62	Possession of prohibited images of children	
Section 71	Slavery, servitude and forced or compulsory labour	
CRIMINAL JUSTICE AND COURTS ACT 2015		
Section 20	Care worker ill-treat /wilfully neglect an individual	
Section 21 (1)	Care provider breach duty of care resulting in ill-treatment/neglect of individual	
Section 33	Disclose private sexual photographs with intent to cause distress	
CRIMINAL JUSTICE ACT 1988		
Section 160	Summary offence of possession of indecent photograph of child	
CRIMINAL LAW ACT 1977		
Section 54	Inciting girl under sixteen to have incestuous sexual intercourse	
CUSTOMS AND EXCISE MANAGEMENT ACT 1979		
Section 170	Penalty for fraudulent evasion of duty, etc.	In relation to goods prohibited to be imported under Section 42 of the Customs Consolidation Act 1876 (prohibitions and restrictions) where the prohibited goods included indecent photographs of a child. (S.I. 2009/1547 Reg4(7) and Sch.3 para 7(1))
DOMESTIC VIOLENCE, CRIME AND VICTIMS ACT 2004		
Section 5	Causing or allowing the death of a child or vulnerable adult	

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FEMALE GENITAL MUTILATION ACT 2003		
Section 1	Female genital mutilation	
Section 2	Assisting a girl to mutilate her own genitalia	
Section 3	Assisting a non-UK person to mutilate overseas a girls genitalia	
FOSTER CHILDREN ACT 1980		
Section 16	Offences relating to private fostering	
INDECENCY WITH CHILDREN ACT 1960		
Section 1	Indecent conduct towards young child	
INFANTICIDE ACT 1938		
Section 1	Manslaughter of child under 1 year	
MALICIOUS COMMUNICATIONS ACT 1988		
Section 1	Sending letters etc. with intent to cause distress or anxiety	n.b. at time of publication this offence may be filtered and considered spent
MENTAL HEALTH ACT 1959		
Section 127	Intercourse with defective	
Section 128	Sexual intercourse with patients	Committed against or involving a child
MISUSE OF DRUGS ACT 1971		
Section 4(3)	Supply of drugs	Supplying or offering to supply a Class A drug to a child or being concerned in the supplying of such a drug to a child, or being concerned in the making to a child of an offer to supply such a drug. (CJCSA 2000 - Sch.4 para 3(s))

Schedule 32 (Background Checks)

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MODERN SLAVERY ACT 2015		
Section 1 (1) (a)	Hold person in slavery or servitude	
Section 1 (1) (b)	Require person to perform forced or compulsory labour	
Section 2 (1)	Arrange or facilitate travel of another person with a view to exploitation	
Section 4 & 5 (2)	Commit offence other than kidnapping or false imprisonment with intention of arranging travel with view to exploitation	
Section 4 & 5 (3)	Commit offence of kidnapping or false imprisonment with intention of arranging travel with view to exploitation	
Section 30 (1) & (3)	Do act prohibited by slavery and trafficking risk or prevention order	

OFFENCES AGAINST THE PERSON ACT 1861		
Section 16	Threats to Kill	Threat to kill a child
Section 18	Shooting or attempting to shoot, or wounding with intent to do grievous bodily harm (GBH)	Towards an adult or a child
Section 20	Inflicting bodily injury, with or without weapon	
Section 27	Exposing child, whereby life is endangered, or health permanently injured	
Section 42	Persons committing any common assault or battery	Any offence against a child or young person
Section 43	Persons convicted of aggravated assaults on females and boys under fourteen years of age	Any offence against a child or young person
Section 47	Assault occasioning actual bodily harm (ABH)	Towards an adult or a child
Section 52	Indecent assault upon a female	Any offence against a child or young person
Section 55	Assaults	Any offence against a child or young person

Schedule 32 (Background Checks)

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PROTECTION FROM HARRASSMENT ACT 1997		
Section 4	Putting people in fear of violence	
Section 4A	Stalking involving fear of violence or serious alarm or distress	
PROTECTION OF CHILDREN ACT 1978		
Section 1	Indecent photographs of children	
PSYCHOACTIVE SUBSTANCES ACT 2016		
Section 5	Supply a psychoactive substance	Supplying or offering to supply a substance to a child or, or being concerned in the making to a child of an offer to supply such a drug.
SERIOUS CRIME ACT 2015		
Section 69	Possess a paedophile manual	
Section 76	Engage in controlling/coercive behaviour in an intimate / family relationship	
SEXUAL OFFENCES (AMENDMENT) ACT 2000		
Section 3	Abuse of position of trust	
SEXUAL OFFENCES ACT 1956		
Section 1	Rape of woman or man	
Section 2	Procurement of woman by threats or intimidation	
Section 3	Procurement of woman by false pretences or false representations	
Section 4	Administering drugs to obtain or facilitate intercourse	
Section 5	Intercourse with girl under thirteen	
Section 6	Intercourse with girl between thirteen and sixteen	
Section 7	Intercourse with defective	Committed against or involving a child
Section 9	Procurement of defective	Committed against or involving a child
Section 10	Incest by a man	Committed against or involving a child

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Section 11	Incest by a woman	Committed against or involving a child
Section 12	Buggery	Committed against or involving a child and except if the other party to the act of buggery was aged 16 or over and consented to the act
Section 13	Gross Indecency between men	Committed against or involving a child and except if the other party to the act of gross indecency was aged 16 or over and consented to the act
Section 14	Indecent assault on a woman	
Section 15	Indecent assault on a man	
Section 16	Assault with intent to commit Buggery	
Section 17	Abduction of women by force or for the sake of her property	
Section 19	Abduction of unmarried girl under eighteen from parent or guardian	
Section 20	Abduction of unmarried girl under sixteen from parent or guardian	
Section 21	Abduction of defective from parent or guardian	Committed against or involving a child
Section 22	Causing prostitution of women.	Committed against or involving a child
Section 23	Procuration of girl	Committed against or involving a child under twenty-one.
Section 24	Detention of woman in brothel or other premises	
Section 25	Permitting girl under thirteen to use premises for intercourse	
Section 26	Permitting girl between thirteen and sixteen to use premises for intercourse	
Section 27	Permitting defective to use premises for intercourse	Committed against or involving a child
Section 28	Causing or encouraging prostitution of, intercourse with, or indecent assault on, girl under sixteen	
Section 29	Causing or encouraging prostitution of defective	Committed against or involving a child
Section 30	Man living on earning of prostitution	Committed against or involving a child
Section 31	Woman exercising control of prostitution	Committed against or involving a child

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SEXUAL OFFENCES ACT 1967		
Section 4	Procuring others to commit homosexual acts	Committed against or involving a child
Section 5	Living on earnings of male prostitution	Committed against or involving a child

SEXUAL OFFENCES ACT 2003		
Section 1	Rape	Towards an adult or a child
Section 2	Assault by penetration	Towards an adult or a child
Section 3	Sexual assault	Towards an adult or a child
Section 4	Causing a person to engage in sexual activity without consent	Towards an adult or a child
Section 5	Rape of a child under 13	
Section 6	Assault of a child under 13 by penetration	
Section 7	Sexual assault of a child under 13	
Section 8	Causing or inciting a child under 13 to engage in sexual activity	
Section 9	Sexual activity with a child	
Section 10	Causing or inciting a child to engage in sexual activity	
Section 11	Engaging in sexual activity in the presence of a child	
Section 12	Causing a child to watch a sexual act	
Section 14	Arranging or facilitating commission of a child sex offence	
Section 15	Meeting a child following sexual grooming etc.	
Section 15 A	Engage in sexual communication with a child	(As Amended by Serious Crime Act 2015 Section 67)
Section 16	Abuse of position of trust: sexual activity with a child	
Section 17	Abuse of position of trust: causing or inciting a child to engage in sexual activity	
Section 18	Abuse of position of trust: sexual activity in the presence of a child	
Section 19	Abuse of position of trust: causing a child to watch a sexual act	

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Section 20	Abuse of position of trust: acts done in Scotland	
Section 25	Sexual activity with a child family member	
Section 26	Inciting a child family member to engage in sexual activity	
Section 30	Sexual activity with a person with a mental disorder impeding choice	
Section 31	Causing or inciting a person, with a mental disorder impeding choice, to engage in sexual activity	
Section 32	Engaging in sexual activity in the presence of a person with a mental disorder impeding choice	
Section 33	Causing a person, with a mental disorder impeding choice, to watch a sexual act	
Section 34	Inducement, threat or deception to procure sexual activity with a person with a mental disorder	
Section 35	Causing a person with a mental disorder to engage in or agree to engage in sexual activity by inducement, threat or deception	
Section 36	Engaging in sexual activity in the presence, procured by inducement, threat or deception, of a person with a mental disorder	
Section 37	Causing a person with a mental disorder to watch a sexual act by inducement, threat or deception	
Section 38	Care workers: sexual activity with a person with a mental disorder	
Section 39	Care workers: causing or inciting sexual activity	
Section 40	Care workers: sexual activity in the presence of a person with a mental disorder	

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Section 41	Care workers: causing a person with a mental disorder to watch a sexual act	
Section 47	Paying for sexual services of a child	
Section 48	Causing or inciting child prostitution or pornography	
Section 49	Controlling a child prostitute or a child involved in pornography	
Section 50	Arranging or facilitating child prostitution or pornography	
Section 52	Causing or inciting prostitution for gain	
Section 53	Controlling prostitution for gain	
Section 57	Trafficking into the UK for sexual exploitation	
Section 58	Trafficking within the UK for sexual exploitation	
Section 59	Trafficking out of the UK for sexual exploitation	
Section 59A	Trafficking people for sexual exploitation	
Section 61	Administering a substance with intent	
Section 62	Committing an offence with intent to commit a relevant sexual offence	
Section 63	Trespass with intent to commit a relevant sexual offence	
Section 64	Sex with an adult relative: penetration	
Section 65	Sex with an adult relative: consenting to penetration	
Section 66	Exposure	
Section 67	Voyeurism	
Section 69	Intercourse with an animal	
Section 70	Sexual penetration of a corpse	
Section 72	Offences outside the United Kingdom	

Schedule 32 (Background Checks)

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TERRORISM ACT 2000		
Section 11	Belonging or professing to belong to a Proscribed Organisation (P.O.)	
Section 12	Support - he invites support for a proscribed organisation	
Section 13	Wear, carry or display any article in a public place belonging to a P.O.	
Section 15	Invites another to provide money or other property and intends its use for the purposes of terrorism; this extends to use by P.Os.	
Section 54	Weapons Training	
Section 56	Directing terrorist organisation	
Section 58A	Eliciting, publishing or communicating information to assist commission or preparation of terrorism	
Section 59	Inciting terrorism overseas	
Section 63	Commit an act of terrorism	
TERRORISM ACT 2006		
Section 1	Publish/cause another to publish a statement intending to/recklessly encouraging terrorism.	
Section 2(2)(a) & 11	Distribute/circulate a terrorist publication	
Section 2(2)(b)(c) & 11	Give/sell/lend/offer for sale/offer for loan a terrorist publication	
Section 2(2)(d) & 11	Provide service re reading/listening to a terrorist publication	
Section 2(2)(e) & 11	Transmit contents of a terrorist publication	
Section 2(2)(f) & 11	Possess terrorist publication with view to distribution/sale/loan/read/listen to/seen etc.	
Section 5	Preparation of terrorist acts. With intent that self/to assist another to commit act of terrorism engage in preparation	

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Section 6	Provide instruction/training for terrorism	
Section 8	Attendance at place used for terrorism training	
Section 9	Making and possession of devices or materials	
Section 11	Terrorist threats relating to devices, materials or facilities	
THEFT ACT 1968		
Section 9(1)(a)	Burglary	Committed against or involving a child

Schedule 33 (Scottish Law - NOT USED)
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Schedule 33 (Scottish Law - NOT USED)

NOT USED

Schedule 34 (Northern Ireland Law - NOT USED)
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Schedule 34 (Northern Ireland Law - NOT USED)

NOT USED

Schedule 35 (Lease Terms - NOT USED)
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Schedule 35 (Lease Terms - NOT USED)

NOT USED

Schedule 36 (Intellectual Property Rights)
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Schedule 36 (Intellectual Property Rights)

1. Intellectual Property Rights

- 1.1. Each Party keeps ownership of its own Existing IPR. Neither Party has the right to use the other Party's IPR, including any use of the other Party's names, logos or trademarks, except as expressly granted elsewhere under this Contract or otherwise agreed in writing.
- 1.2. Except as expressly granted elsewhere under this Contract, neither Party acquires any right, title or interest in or to the IPR owned by the other Party or any third party.
- 1.3. **Licences granted by the Supplier: Supplier Existing IPR**
 - 1.3.1. Where the Services contain or rely upon Supplier Existing IPR, the Supplier hereby grants the Buyer a Supplier Existing IPR Licence on the terms set out in Paragraph 1.3.2.
 - 1.3.2. The Supplier Existing IPR Licence granted by the Supplier to the Buyer is a non-exclusive, perpetual, royalty-free, irrevocable, transferable, worldwide licence to use, change and sub-license any Supplier Existing IPR which is reasonably required by the Buyer:
 - 1.3.2.1. to enable it or any End User, to use and receive the Services; or
 - 1.3.2.2. to enable it to use or sub-licence the New IPR and New IPR Items,

for any purpose relating to the exercise of the Buyer's (or, if the Buyer is a Public Sector Body, any other Public Sector Body's) business or function.
- 1.4. **Licences granted by the Buyer and New IPR**
 - 1.4.1. The Buyer hereby grants the Supplier a licence to use any Buyer Existing IPR for the purpose of fulfilling the Supplier's obligations during the Contract Period and, if applicable, the Termination Assistance Period.
 - 1.4.2. Any New IPR created under this Contract is owned by the Supplier and shall be licensed to the Buyer in accordance with Paragraph 1.4.5 of this Schedule.
 - 1.4.3. Where a Party acquires ownership of IPR incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning the IPR in writing to the other Party on request and at its own cost.
 - 1.4.4. Unless otherwise agreed in writing, the Supplier and the Buyer will record any New IPR in the table at Annex 1 to this Schedule 36 and

Schedule 36 (Intellectual Property Rights)

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keep this updated throughout the Contract Period and, if applicable, the Termination Assistance Period.

- 1.4.5. The Supplier hereby grants the Buyer a New IPR Licence on the terms set out in Paragraph 1.4.6.
- 1.4.6. The New IPR Licence granted by the Supplier to the Buyer pursuant to Paragraph 1.4.5 is a non-exclusive, perpetual, royalty-free, irrevocable, transferable, worldwide licence to use, change and sub-license any New IPR which is reasonably required by the Buyer to enable it or any End User to use and receive the Services, make use of the Replacement Services provided by a Replacement Supplier or for any purpose relating to the exercise of the Buyer's (or, if the Buyer is a Public Sector Body, any other Public Sector Body's) business or function.

1.5. Third Party IPR

- 1.5.1. The Supplier shall not use in the delivery of the Services any Third Party IPR (save in respect of (i) commercial off-the-shelf software and/or (ii) any unregistered IPR utilised by any Subcontractor) unless Approval is granted by the Buyer and it has procured that the owner or an authorised licensor of the relevant Third Party IPR has granted a Third Party IPR Licence to the Buyer on the terms set out in Paragraph 1.5.3 of this Schedule. If the Supplier cannot obtain for the Buyer a licence on the terms set out in Paragraph 1.5.3 in respect of any Third Party IPR the Supplier shall:
 - 1.5.1.1. notify the Buyer in writing; and
 - 1.5.1.2. use the relevant Third Party IPR only if the Buyer has provided authorisation in writing, with reference to the acts authorised and the specific IPR involved.
- 1.5.2. In spite of any other provisions of this Contract and for the avoidance of doubt, the award of this Contract by the Buyer and the purchase of the Services under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 Section 12 of the Registered Designs Act 1949 or Sections 240 – 243 of the Copyright, Designs and Patents Act 1988.
- 1.5.3. The Third Party IPR Licence granted to the Buyer shall be a non-exclusive, perpetual, royalty-free, irrevocable, transferable, worldwide licence to use, change and sub-licence any Third Party IPR which is reasonably required by the Buyer to enable it or any End User to receive and use the Services and make use of the Replacement Services provided by a Replacement Supplier.

1.6. Termination of licences

- 1.6.1. The Supplier Existing IPR Licence granted pursuant to Paragraph 1.3.1, the New IPR Licence granted by the Supplier pursuant to Paragraph 1.4.5, and the Third Party IPR Licence granted pursuant to Paragraph 1.5 shall survive the Expiry Date, termination of this

Schedule 36 (Intellectual Property Rights)

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Contract and, if applicable, the end of the Termination Assistance Period.

- 1.6.2. The Supplier shall, if requested by the Buyer in accordance with Schedule 30 (Exit Management) and to the extent reasonably necessary to ensure continuity of service during exit and transition to any Replacement Supplier, grant (or procure the grant) to the Replacement Supplier a licence to use any Supplier Existing IPR, New IPR or Third Party IPR on terms equivalent to the Supplier Existing IPR Licence, New IPR Licence or Third Party IPR Licence (as applicable) subject to the Replacement Supplier entering into reasonable confidentiality undertakings with the Supplier.
- 1.6.3. Any licence granted by the Buyer to the Supplier pursuant to Paragraph 1.4.1 (Licence granted by the Buyer) shall terminate automatically on the later of the End Date or, if applicable, the end of the Termination Assistance Period and the Supplier shall:
 - 1.6.3.1. immediately cease all use of the Buyer Existing IPR (including the Buyer Data within which the Buyer Existing IPR may subsist);
 - 1.6.3.2. at the discretion of the Buyer, return or destroy documents and other tangible materials that contain any of the Buyer Existing IPR and the Buyer Data, provided that if the Buyer has not made an election within six (6) Months of the termination of the licence, the Supplier may destroy the documents and other tangible materials that contain any of the Buyer Existing IPR and the Buyer Data (as the case may be); and
 - 1.6.3.3. ensure, so far as reasonably practicable, that any Buyer Existing IPR and Buyer Data that are held in electronic, digital or other machine-readable form ceases to be readily accessible from any computer, word processor, voicemail system or any other device of the Supplier containing such Buyer Existing IPR or Buyer Data.

1.7. Exploitation of New IPR

- 1.7.1. Notwithstanding the Supplier's ownership of the New IPR, neither Party shall commercially exploit (including by publication under Open Licence) the New IPR without the prior written consent of the other Party and, in accordance with the Variation Procedure, recording the terms upon which such commercial exploitation can take place.

Schedule 36 (Intellectual Property Rights)
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ANNEX 1: NEW IPR

Name of New IPR	Details

Schedule 37 (Corporate Resolution Planning - NOT USED)
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Schedule 37 (Corporate Resolution Planning - NOT USED)

NOT USED