Schedule 12 - Approval

1 Where the Supplier is required in respect of any matter stated in this Agreement to obtain the Approval of the Authority, save where otherwise stated, the process to be adopted by the Supplier in obtaining such Approval shall be as set out below.

2 The Supplier shall submit a proposal (**Proposal**) for the matter for which Approval is sought which shall:

2.1 be in writing;

2.2 be addressed to the Authority Representative at the Authority's address for service of notices set out in Clause 46.3;

2.3 include:

2.3.1 a heading setting out the matter in respect of which Approval is sought; and

2.3.2 the relevant Clauses and/or Paragraphs of the Agreement to which the Proposal refers;

2.4 include the name and contact details and reference of the author(s) of the Proposal;

2.5 explain fully the reason for seeking Approval;

2.6 explain the Supplier's intended approach to the matter for which Approval is sought and its development;

2.7 explain any benefits, options and risks that ought reasonably to be considered by the Authority in considering whether to give Approval;

2.8 enclose copies of:

2.8.1 such supporting documents as may reasonably be required to explain, demonstrate or evidence the basis of the Supplier's belief that Approval should be given; and

2.8.2 any documents as may reasonably be considered to be relevant to the decision sought from the Authority whether or not the same support the Supplier's belief as stated; and

2.9 comply with any specific or additional requirements of the Agreement pertaining to the matter for which Approval is sought.

3 The Supplier shall submit a Proposal at the appropriate time prescribed by the relevant Clause or Paragraph of the Agreement and in any event within sufficient time to enable the Authority to undertake proper consideration of the matter in order to enable it to determine whether it is in the Authority's interest that Approval should be given.

4 The Authority shall, in writing and as soon as reasonably possible, but subject to Paragraph 5:

4.1 accept the Proposal without comments in which case Approval is deemed to have been given for all purposes of this Agreement and the Supplier may proceed to implement the Proposal;

4.2 accept the Proposal with comments in which case conditional Approval is deemed to have been given and the Supplier may proceed to implement the Proposal provided that it satisfies the terms of the conditions on which Approval was given; or

4.3 reject the Proposal with comments in which case Approval is deemed not to have been given but the Supplier may resubmit the Proposal for Approval upon addressing fully the Authority's comments.

5 The Authority may only reject a Proposal on the grounds that insufficient information, data and documents have been provided or on the grounds that the Proposal would (on the balance of probabilities):

5.1 breach any Law, or would otherwise not be in accordance with any consent necessary for the performance of the Services hereunder;

5.2 not be in accordance with Good Industry Practice;

5.3 not be in accordance with the Supplier's obligations under this Agreement;

5.4 adversely affect the Supplier's (or any other member of the Authority Supply Chain's) ability to perform its obligations under the Agreement (or, in the case of a member of the Authority Supply Chain, their respective agreements relating to the performance of the Services hereunder) following implementation of the relevant Detailed Solution Submission;

5.5 cause the Authority to incur material additional expense that has not been agreed;

5.6 have a negative impact on value for money;

5.7 have an adverse effect on the ability of the Authority to carry out any of its statutory functions;

5.8 increase the likelihood of the Authority exercising its rights under Clause 31 (Increased Monitoring), Clause 29 (Remedial Advisor) or Clause 30 (Step-in Rights) under the Agreement to perform or deliver or procure the performance or delivery by any third party of any aspect of the Services;

5.9 not support the delivery of the Authority's objectives (including its strategic objectives and transformation objectives set out in Schedule 2.1 (Statement of Requirements);

5.10 is not consistent with any requirements set out in the Statement of Requirements or any other relevant requirements specified by the Authority;

5.11 affect the quality of the Services or the likelihood of successful delivery of the Services;

5.12 interfere with the relationship of the Authority with third parties; and/or

5.13 cause, or be likely to cause, an increase in reputational risk to the Authority.

6 The Supplier shall submit any further or other information, data and documents that the Authority reasonably requires in order to determine whether it has a basis for:

6.1 Approving the Proposal; or

6.2 rejecting the Proposal,

pursuant to Paragraph 4. If the Supplier does not submit any such information, data and documents, the Authority shall be entitled to reject the Proposal on the grounds of the information provided or reject the Proposal on the grounds that insufficient information, data and/or documents have been provided to the Authority to determine whether or not to Approve the Proposal.

7 The Supplier may not re-submit a rejected Proposal unless the Supplier has made changes to the Proposal which materially change the substance or content of the Proposal and fully and adequately address any comments made by the Authority in respect of it.

8 Where the Authority rejects a re-submitted Proposal (including a Proposal to which Paragraph 5 applies) it shall not be obliged to review the same Proposal (even if revised) on any further occasion.

9 Subject to Paragraphs 5 and 8, the Supplier may resubmit a Proposal within ten (10) Working Days of its rejection or such other time as the Parties shall agree, acting reasonably.

10 Either Party may by notice in writing convene a Project Board meeting to discuss a Proposal which has been rejected more than once. Such meeting shall take place within ten (10) Working Days of the notice. The Parties shall seek to resolve the issue at the meeting failing which either Party may refer the issue to the Dispute Resolution Procedure.

11 For the avoidance of doubt and subject to Clause 5.22, only the Authority Representative, or such other person as the Authority has specified (to the Supplier in writing) as having the relevant level of delegated authority shall be authorised to Approve any Proposal on behalf of the Authority.