Schedule 27 (Key Subcontractors)

1. Restrictions on certain subcontractors

1.1 The Supplier is entitled to sub-contract its obligations under the Contract to the Key Subcontractors set out in the Award Form.

1.2 Where during the Contract 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 1.4. 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 they will be added to Key Subcontractor section of the Award Form. The Buyer may reasonably withhold their consent to the appointment of a Key Subcontractor if it considers that:

1.2.1 the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its 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 Deliverables 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; and

1.3.5 (where applicable) Credit Rating Threshold (as defined in Schedule 24 (Financial Distress)) of the Key Subcontractor.

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, 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 the 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 the Buyer;

1.5.5 obligations no less onerous on the Key Subcontractor than those imposed on the Supplier under the Contract in respect of:

(a) the data protection requirements set out in Clause 14 (Data protection);

(b) the FOIA and other access request requirements set out in Clause 16 (When you can share information);

(c) the 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, including the maintenance of Open Book Data; 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 10.4 (When the Buyer can end this contract) and 10.5 (What happens if the 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 Deliverables provided to the Supplier under the Key Sub-Contract without first seeking the written consent of the Buyer.