DATED 30 May 2022

(1) MINISTER FOR THE CABINET OFFICE

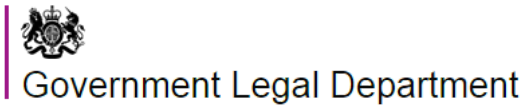
and

(2) REALISE LEARNING AND EMPLOYMENT LIMITED

AGREEMENT

Relating to

The Civil Service Central Apprenticeship Training and Related Services



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THIS AGREEMENT is made on 2022

BETWEEN:

1. MINISTER FOR THE CABINET OFFICE of **redacted** (the **"Authority"**); and

2. **REALISE LEARNING AND EMPLOYMENT LIMITED,** a company registered in England and Wales under company number **redacted** whose registered office is at **redacted (**the **"Supplier"**)

(each a "**Party**" and together the "**Parties**").

INTRODUCTION

A. The Authority published a contract notice on Find a Tender on 31 August 2021 (reference 2021/S 000-021493**)** seeking bidders capable of delivering national and/or regional coverage for the apprenticeship training services across the UK to civil service departments across the following 8 lots: Lot 1 Operational Delivery; Lot 2 Business Administration; Lot 3 HR; Lot 4 Finance; Lot 5 Commercial; Lot 6 Policy; Lot 7 Project Management; and Lot 8 Digital. The Authority published its invitation to tender (**"ITT"**) on 31 August 2021**.** The Authority procured the apprenticeship training services as a "social and other specific service" under Chapter 3 of the Public Contracts Regulations 2015 following a process similar to an Open Procedure.

B. On the basis of the Supplier's response to the ITT, on 1 October 2021**,** the Supplier was appointed as a supplier in respect of the following Lots: regional provider for Lot 1B (North West), Lot 1C (Yorkshire and the Humber) and Lot 1G (South East) for the provision of Lot 1 (Operational Delivery)**.** The Supplier is a provider of apprenticeship training provision who is on the Register of Apprenticeship Training Providers for England and has experience in delivering apprenticeship training schemes similar to those required by the Authority under this Contract.

C. The Supplier agrees to provide the services, as further described in this Contract, to the Cabinet Office and the Authority Service Recipients (defined in SCHEDULE 1 (Definitions)) subject to the terms of this Contract.

FORMATION OF CONTRACT

By signing and completing this Contract, the Supplier and the Authority agree to enter into a binding contract governed by the terms of this Contract.

For and on behalf of the Supplier:

Name and Title	redaction
Date	redaction
Signature	redaction

For and on behalf of the Authority:

Name and Title	redaction
Date	redaction
Signature	redaction

CONTRACT SUMMARY – KEY TERMS

TERM	SUMMARY	CLAUSE
Contract Commencement Date	6 June 2022	Clause 6.1 (Contract Period)
Contract Period	Two (2) years	Clause 6.1 (Contract Period)
Contract Expiry Date	23.59 hours on 5 June 2024	n/a
Contract Extension	Yes – the Authority has a unilateral right to extend the Term by two (2) years, in the form of two (2) twelve (12) month extensions.	Clause 6.2 (Contract Period)
Contract Value	£6,708,880.00	SCHEDULE 3 (Contract Charges, Payment and Invoicing)
Insurance	The Supplier shall maintain as a minimum: ● Public Liability Insurance: £10,000,000 per claim (minimum of £10,000,000 each and every claim); ● Employers' Liability Insurance: £10,000,000 per claim (minimum of £10,000,000 each and every claim); ● Professional Indemnity Insurance: limit of indemnity of £2,000,000 (minimum of £2,000,000 for any one claim and in the aggregate); and ● Cyber Liability Insurance: £5,000,000 per claim (minimum of £5,000,000 each and every claim), unless the Authority determines that a higher level is required in accordance with Clause 28.2.4 (Insurance).	Clause 28 (Insurance)
Authority Termination Notice Period (without cause)	At least ninety (90) Working Days written notice.	Clause 32.9 (Authority Termination Rights – Termination Without Cause)

PRELIMINARIES

1. DEFINITIONS AND INTERPRETATION

1.1 In this Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in Contract SCHEDULE 1 (Definitions) or the relevant Contract Schedule in which that capitalised expression appears.

1.2 If a capitalised expression does not have an interpretation in Contract SCHEDULE 1 (Definitions) or relevant Contract 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 Central Government 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 any reference in this Contract which immediately before Exit Day was a reference to (as it has effect from time to time):

1.3.5.1 any EU regulation, EU decision, EU tertiary legislation or provision of the European Economic Area ("**EEA**") agreement ("**EU References**") which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 shall be read on and after Exit 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

1.3.5.2 any EU institution or EU authority or other such EU body shall be read on and after Exit Day as a reference to the UK institution, authority or body to which its functions were transferred;

1.3.6 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**";

1.3.7 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;

1.3.8 references to this Contract are references to this Contract as

amended from time to time;

1.3.9 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;

1.3.10 references to "**Clauses**" and "**Contract Schedules**" are, unless otherwise provided, references to the clauses and schedules of this Contract and references in any Contract Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Contract Schedule in which these references appear; and

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.

1.4 Where a standard, policy or document is referred to in this Contract by reference to a hyperlink, then if the hyperlink is changed or no longer provides access to the relevant standard, policy or document, the Supplier shall notify the Authority and the Parties shall update this Contract with a reference to the replacement hyperlink.

1.5 Subject always to Clause 1.7, if there is any conflict between the Clauses and the Contract Schedules and/or any Annexes to the Contract Schedules, the conflict shall be resolved in accordance with the following order of precedence:

1.5.1 the Clauses and SCHEDULE 1 (Definitions);

1.5.2 SCHEDULE 2.1 (Statement of Requirement) (but only in respect of the Authority's or (where applicable) the relevant Authority Service Recipient's requirements) and SCHEDULE 2.2 (Performance Levels) and their Annexes;

1.5.3 any other Schedules and their Annexes.

1.6 For the avoidance of doubt, the Statement of Requirement shall include, without limitation, the Authority's or (where applicable) the relevant Authority Service Recipient's requirements in the form of its specification and other statements and requirements, the Supplier's responses, proposals and/or method statements to meet those requirements, and any clarifications to the Supplier's responses, proposals and/or method statements as included as part of SCHEDULE 2.1 (Statement of Requirement). Should there be a conflict between these parts of the Statement of Requirement, the order of priority for construction purposes shall be (1) the Authority's or (where applicable) the relevant Authority Service Recipient's requirements; (2) any clarification to the Supplier's responses, proposals and/or method statements, and (3) the Supplier's responses, proposals and/or method statements.

1.7 Where there is a conflict between the Supplier's responses to the Authority's or (where applicable) the relevant Authority Service Recipient's requirements and/or any clarifications to the Supplier's responses, proposals and/or method statements (such responses and/or clarifications being set out in SCHEDULE 2.1 (Statement of Requirement)) and any other part of this Contract, such other part of this Contract shall prevail.

1.8 The Schedules and their Annexes form part of this Contract.

1.9 In entering into this Contract the Authority is acting as part of the Crown

2. AUTHORITY RESPONSIBILITIES AND AUTHORITY SERVICE RECIPIENTS

2.1 This Contract governs the overall relationship of the Parties in relation to the Services provided by the Supplier to the Authority and Authority Service Recipients and sets out:

2.1.1 in Clause 10 (Services Request Process), the procedure for the Authority and the Authority Service Recipients to request the provision of Services from the Supplier; and

2.1.2 in SCHEDULE 14 (Services Request Process), the template Services Request Form to be entered into by the Supplier and the Authority or the relevant Authority Service Recipient.

2.2 The Supplier acknowledges that the Authority is entering into this Contract on behalf of itself and the Authority Service Recipients. The Supplier further acknowledges that the Authority and each Authority Service Recipient shall be entitled from time to time to request in writing the provision of any or all of the Services and/or Additional Services from the Supplier.

2.3 The Authority shall and shall (where required by the terms of this Contract) procure that each Authority Service Recipient shall:

2.3.1 perform those obligations of the Authority which are set out in this Contract, including the Statement of Requirement, to the extent relevant and appropriate;

2.3.2 use its reasonable endeavours to provide the Supplier with access to appropriate members of the Authority's or (where applicable) the relevant Authority Service Recipient's staff, as such access is reasonably requested by the Supplier in order for the Supplier to discharge its obligations throughout the Contract Period and the Termination Assistance Period;

2.3.3 use its reasonable endeavours to provide such documentation, data and/or other information that the Supplier reasonably requests that is necessary to perform its obligations under the terms of this Contract provided that such documentation, data and/or information is available to the Authority or the relevant Authority Service Recipient and is authorised for release by the Authority or the relevant Authority Service Recipient; and

2.3.4 procure for the Supplier such agreed access and use of the Authority Premises (as a licensee only) and facilities (including relevant IT systems) as is reasonably required for the Supplier to comply with its obligations under this Contract, such access to be provided during the Authority's or the relevant Authority Service Recipient's normal working hours on each Working Day or as otherwise agreed by the Authority or the relevant Authority Service Recipient (such agreement not to be unreasonably withheld or delayed).

3. ESFA RULES AND GOVERNANCE

3.1 The Supplier shall ensure it is listed on the Register of Apprenticeship Training Providers (**"RoATP"**) and maintains active status, complying with all requirements associated with that registration. The Parties agree that, as far as reasonably practicable, they will both maintain up to date knowledge of and adhere to the relevant ESFA (or any successor body) guidance which may apply from time to time.

3.2 In the event that any term or condition within this Contract is not in accordance with ESFA guidance, the Authority will not, and shall procure that each Authority Service Recipient will not, require the Supplier to do anything that may jeopardise the Supplier's ESFA accreditation.

3.3 In the event of any conflict between the terms of this Contract and any ESFA guidance the Parties agree to work together in good faith to resolve the conflict.

4. DUE DILIGENCE

4.1 The Supplier acknowledges that:

4.1.1 the Authority or the relevant Authority Service Recipient has delivered or made available to the Supplier all of the information and documents that the Supplier considers necessary or relevant for the performance of its obligations under this Contract;

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

4.1.3 it has raised all relevant due diligence questions with the Authority or the relevant Authority Service Recipient before the Contract Commencement Date and/or, where necessary, before the commencement date of any Services Request Form entered into pursuant to the terms of this Contract;

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

4.1.5 it has undertaken all necessary due diligence to ensure that the Supplier System is compatible with and can interface with the Authority System in accordance with the requirements set out in the Statement of Requirement and Services Request Form from the Contract Commencement Date; and

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

4.1.6.1 misinterpretation of the requirements of the Authority or any Authority Service Recipient in this Contract;

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

4.1.6.3 failure by the Supplier to undertake its own due diligence.

4.2 Save as provided in this Contract, no representations, warranties or conditions are given or assumed by the Authority or any Authority Service

Recipient in respect of any information which is provided to the Supplier by the Authority or any Authority Service Recipient and any such representations, warranties or conditions are excluded, save to the extent that such exclusion is prohibited by Law.

4.3 The Supplier shall promptly notify the Authority or the relevant Authority Service Recipient in writing if it becomes aware during the performance of this Contract of any inaccuracies or inadequacies in any Due Diligence Information which materially and adversely affects its ability to perform the Services or meet any of the KPIs.

4.4 The Supplier shall not be entitled to recover any additional costs from the Authority or any Authority Service Recipient which arise from, or be relieved from any of its obligations as a result of, any matters or inaccuracies notified to the Authority or any Authority Service Recipient by the Supplier in accordance with Clause 4.3 (Due Diligence) save where such additional costs or adverse effect on performance have been caused by the Supplier having been provided with fundamentally misleading information by or on behalf of the Authority or any Authority Service Recipient and the Supplier could not reasonably have known that the information was incorrect or misleading at the time such information was provided. If this exception applies, the Supplier shall be entitled to recover such reasonable additional costs from the Authority or shall be relieved from performance of certain obligations as shall be determined by the Variation process.

5. REPRESENTATIONS AND WARRANTIES

5.1 Each Party represents and warrants that:

5.1.1 it has full capacity and authority to enter into and to perform this Contract;

5.1.2 this Contract is executed by its duly authorised representative;

5.1.3 there are no actions, suits or proceedings or regulatory investigations before any court or administrative body or arbitration tribunal pending or, to its knowledge, threatened against it (or, in the case of the Supplier, any of its Affiliates) that might affect its ability to perform its obligations under this Contract; and

5.1.4 its obligations under this Contract constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms subject to applicable (as the case may be for each Party) bankruptcy, reorganisation, insolvency, moratorium or similar Laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or Law).

For the avoidance of doubt, for the purpose of this Clause 5.1 (Representations and Warranties), any reference to a "Party" or the "Parties" shall be interpreted as including any Authority Service Recipient.

5.2 The Supplier represents and warrants that:

5.2.1 it is validly incorporated, organised and subsisting in accordance with the Laws of its place of incorporation;

5.2.2 it has all necessary consents (including, where its procedures so require, the consent of its Parent Company) and regulatory approvals (including, but not limited to, being an authorised and registered ESFA approved provider at the Contract Commencement Date and throughout the Contract Period) to enter into this Contract;

5.2.3 its execution, delivery and performance of its obligations under this Contract does not and will not constitute a breach of any Law or obligation applicable to it and does not and will not cause or result in a Default under any agreement by which it is bound;

5.2.4 as at the Contract Commencement Date, all written statements and representations in any written submissions made by the Supplier as part of the procurement process, and any other documents submitted remain true and accurate except to the extent that such statements and representations have been superseded or varied by this Contract;

5.2.5 if the Contract Charges payable under this Contract exceed or are likely to exceed five (5) million pounds, as at the Contract Commencement Date it has notified the Authority in writing of any Occasions of Tax Non-Compliance or any litigation that it is involved in connection with any Occasions of Tax Non-Compliance;

5.2.6 it has and shall continue to have all necessary rights in and to the Third Party IPR, the Supplier Background IPRs and any other materials made available by the Supplier (and/or any Sub-Contractor) to the Authority or the Authority Service Recipients which are necessary for the performance of the Supplier's obligations under this Contract including the receipt of the Services by the Authority or the Authority Service Recipients;

5.2.7 it shall take all steps, in accordance with Good Industry Practice, to prevent the introduction, creation or propagation of any disruptive elements (including any virus, worms and/or Trojans, spyware or other malware) into systems, data, software or the Authority's or any Authority Service Recipient's Confidential Information (held in electronic form) owned by or under the control of, or used by, the Authority or any Authority Service Recipient;

5.2.8 it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under this Contract;

5.2.9 it is not affected by an Insolvency Event and no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue;

5.2.10 for the Contract Period and for a period of twelve (12) Months after the termination or expiry of this Contract, the Supplier shall not employ or offer employment to any staff of the Authority or any Authority Service Recipient which have been associated with the provision of the Services without Approval or the prior written

consent of the Authority or the relevant Authority Service Recipient which shall not be unreasonably withheld;

5.2.11 it will immediately notify the Authority in writing upon the occurrence of any actions, suits or proceedings or regulatory investigations before any court or administrative body or arbitration tribunal pending or, to its knowledge, threatened against the Supplier or any Sub-Contractor that might affect the Supplier's or any Sub-Contractor's ability to perform its obligations under this Contract including, without limitation, any OFSTED inspection that has resulted in the Supplier or any Sub-Contractor receiving a grade of "requires improvement" or "inadequate", or where an ESFA monitoring visit report for the Supplier or any Sub-Contractor reaches a conclusion of 'insufficient progress';

5.2.12 where required by the Authority, on the Contract Commencement Date, the Supplier shall deliver to the Authority a validly executed Contract Guarantee; and

5.2.13 within the previous 12 months, no Financial Distress Events have occurred or are subsisting (or any events that would be deemed to be Financial Distress Events under this Contract had this Contract been in force) and there are currently no matters that it is aware of that could cause a Financial Distress Event to occur or subsist.

5.3 Where Clause 5.2.11 (Representations and Warranties) applies and the Supplier or any Sub-Contractor:

5.3.1 has received an OFSTED grade of "requires improvement", following such notification to the Authority in accordance with Clause 5.2.11 (Representations and Warranties) and where instructed by the Authority, the Supplier shall, or shall procurement that any Sub-Contractor shall, comply with the Rectification Plan Process; or

5.3.2 has received an OFSTED grade of "inadequate", or where an ESFA monitoring visit report for the Supplier or any Sub-Contractor reaches a conclusion of 'insufficient progress', the Authority shall have the right to terminate the Contract in accordance with Clause 32 (Authority Termination Rights).

5.4 Each of the representations and warranties set out in Clauses 5.1 and 5.2 (Representations and Warranties) shall be construed as a separate representation and warranty and shall not be limited or restricted by reference to, or inference from, the terms of any other representation, warranty or any undertaking in this Contract.

5.5 If at any time a Party becomes aware that a representation or warranty given by it under Clauses 5.1 and 5.2 (Representations and Warranties) has been breached, is untrue or is misleading, it shall immediately notify the other Party of the relevant occurrence in sufficient detail to enable the other Party to make an accurate assessment of the situation. For the avoidance of doubt, for the purpose of this Clause 5.5, any reference to a "Party" or the "Parties" shall be interpreted as including any Authority Service Recipient.

5.6 For the avoidance of doubt, the fact that any provision within this Contract is expressed as a warranty shall not preclude any right of termination the

Authority may have in respect of breach of that provision by the Supplier which constitutes a material Default.

A. DURATION OF CONTRACT

6. CONTRACT PERIOD

6.1 This Contract shall take effect on the Contract Commencement Date and remain in force for the Initial Term.

6.2 The Authority may, on prior written notice to be served at least three (3) months prior to the expiry of the Initial Term (or any subsequent extended term), extend the term for a further period of twelve (12) months on up to two (2) occasions.

B. CONTRACT PERFORMANCE

7. IMPLEMENTATION

Implementation Plan

7.1 The Supplier shall comply with the implementation requirements set out in Paragraph 8 of SCHEDULE 2.1 (Statement of Requirement).

8. KEY PERFORMANCE INDICATORS

8.1 The Supplier shall:

8.1.1 provide the Services in such a manner so as to meet or exceed the Target Performance Level for each Key Performance Indicator from the Contract Commencement Date; and

8.1.2 comply with the provisions of SCHEDULE 2.2 (Performance Levels) in relation to the monitoring and reporting on its performance against the Key Performance Indicators.

Performance Failures

8.2 If, in any Measurement Period, a Material KPI Failure occurs, the Supplier will immediately notify the Authority and shall comply with the Rectification Plan Process.

8.3 If a Critical Performance Failure occurs, the Authority may exercise its rights to terminate this Contract in whole or in part pursuant to Clause 32.1 (Authority Termination Rights).

Changes to Key Performance Indicators

8.4 Not more than once in each Contract Year the Authority may, on giving the Supplier at least 3 months' notice change the weighting that applies in respect of one or more specific Key Performance Indicator(s).

9. THE SERVICES

Provision of the Services

9.1 The Supplier acknowledges and agrees that the Authority and each Authority Service Recipient relies on the skill and judgment of the Supplier in the provision of the Services and the performance of its obligations under this

Contract.

9.2 The Supplier shall ensure that the Services:

9.2.1 comply in all respects with the description of the Services in the Statement of Requirement or elsewhere in this Contract; and

9.2.2 are supplied in accordance with the provisions of this Contract.

9.3 The Supplier shall perform its obligations under this Contract in accordance with:

9.3.1 all applicable Law;

9.3.2 Good Industry Practice; and

9.3.3 the Quality Standards.

9.4 The Supplier shall:

9.4.1 at all times allocate sufficient resources with the appropriate technical expertise to supply the Services in accordance with this Contract;

9.4.2 obtain, and maintain throughout the duration of this Contract, all the consents, approvals, licences and permissions (statutory, regulatory contractual or otherwise) it may require and which are necessary for the provision of the Services;

9.4.3 ensure that any Services recommended or otherwise specified by the Supplier for use by the Authority or any Authority Service Recipient in conjunction with the Services shall meet the requirements of the Authority or the relevant Authority Service Recipient;

9.4.4 ensure that the Supplier Assets will be free of all encumbrances (except as agreed in writing with the Authority);

9.4.5 ensure that the Services are fully compatible with any Authority Property or Authority Assets or otherwise used by the Supplier in connection with this Contract;

9.4.6 minimise any disruption to the Sites and/or the Authority's or the relevant Authority Service Recipient’s operations when providing the Services;

9.4.7 ensure that any Documentation and training provided by the Supplier to the Authority or any Authority Service Recipient is comprehensive, accurate and prepared in accordance with Good Industry Practice;

9.4.8 co-operate with any other suppliers and provide reasonable information (including any Documentation), advice and assistance in connection with the Services to any other supplier and, on the Contract Expiry Date for any reason, to enable the timely transition of the supply of the Services (or any of them) to the Authority and/or to any Replacement Supplier;

9.4.9 assign to the Authority or any Authority Service Recipient, or if it is unable to do so, shall (to the extent it is legally able to do so) hold on trust for the sole benefit of the Authority or the relevant Authority Service Recipient, all warranties and indemnities provided by third parties or any Sub-Contractor in respect of Services. Where any such warranties are held on trust, the Supplier shall enforce such warranties in accordance with any reasonable directions that the Authority or any Authority Service Recipient may notify from time to time to the Supplier;

9.4.10 provide the Authority or any Authority Service Recipient with such assistance as the Authority or any Authority Service Recipient may reasonably require during the Contract Period in respect of the supply of the Services;

9.4.11 deliver the Services in a proportionate and efficient manner; and

9.4.12 gather, collate and provide such information and co-operation as the Authority or any Authority Service Recipient may reasonably request for the purposes of ascertaining the Supplier's compliance with its obligations under this Contract.

9.5 An obligation on the Supplier to do, or to refrain from doing, any act or thing shall include an obligation upon the Supplier to procure that all Sub-Contractors and Supplier Personnel also do, or refrain from doing, such act or thing.

Time of Delivery of the Services

9.6 The Supplier shall provide the Services on the date(s) specified in each Services Request Form, or as set out in this Contract.

Location and Manner of Delivery of the Services

9.7 Except where otherwise provided in this Contract, the Supplier shall provide the Services to the Authority or the relevant Authority Service Recipient through the Supplier Personnel at the Sites.

9.8 The Authority or the relevant Authority Service Recipient may inspect and examine the manner in which the Supplier provides the Services at the Sites (but, for the avoidance of doubt, such inspections will exclude Services being provided by the Supplier in a live classroom session) and, if the Sites are not the Authority Premises, the Authority or the relevant Authority Service Recipient may carry out such inspection and examination during normal business hours and on reasonable notice.

Undelivered Services

9.9 In the event that any of the Additional Services are not delivered in accordance with this Clause 9 (Services), Clause 9.6 (Time of Delivery of the Services) or Clauses 9.7 and/or 9.8 (Location and Manner of Delivery of the Services) (**"Undelivered Services"**), the Authority or the Authority Service Recipient, without prejudice to any other rights and remedies of the Authority or Authority Service Recipient howsoever arising, shall be entitled to withhold payment of any applicable Contract Charges for the Additional Services that were not so delivered until such time as the undelivered Additional Services are delivered.

9.10 The Authority may, at its sole discretion (acting reasonably) and without prejudice to any other rights and remedies of the Authority or any Authority Service Recipient howsoever arising, deem the failure of any Services to comply with Clause 9 (Services), Clause 9.6 (Time of Delivery of the Services) or Clauses 9.7 and/or 9.8 (Location and Manner of Delivery of the Services) to be a material Default where such a Default has a material impact on the Authority.

Obligation to Remedy any Default in the Supply of the Services

9.11 Subject to Clauses 24.23 to 24.25 (IPR Indemnity) and without prejudice to any other rights and remedies of the Authority or any Authority Service Recipient howsoever arising (including under Clauses 9.9 (Undelivered Services) and 29 (Authority Remedies for Default)), the Supplier shall, where practicable:

9.11.1 remedy any breach of its obligations in relation to the provision of the Services including (without limitation) any obligation set out in this Clause 9 (the Services) and/or Clause 10 (Services Request Process) within five (5) Working Days of becoming aware of the relevant Default or being notified of the Default by the Authority or the relevant Authority Service Recipient or within such other time period as may be agreed with the Authority (taking into account the nature of the breach that has occurred);

9.11.2 meet all the costs of, and incidental to, the performance of such remedial work.

Continuing Obligation to Provide the Services

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

9.12.1 any withholding or deduction by the Authority and/or any Authority Service Recipient of any sum due to the Supplier pursuant to the exercise of a right of the Authority or any Authority Service Recipient to such withholding or deduction under this Contract;

9.12.2 the existence of an unresolved Dispute; and/or

9.12.3 any failure by the Authority or any Authority Service Recipient to pay any Contract Charges, unless the Supplier is entitled to terminate this Contract under Clauses 33.1 to 33.4 (Supplier Termination Rights – Termination on Authority Cause for Failure to Pay) for failure by the Authority or any Authority Service Recipient to pay undisputed Contract Charges.

10. SERVICES REQUEST PROCESS

General application

10.1 The Authority or the relevant Authority Service Recipient shall request the provision of the Services from the Supplier is accordance with the process set out in SCHEDULE 14 (Services Request Process).

Services Request Form

10.2 Once a Services Request Form has been agreed and signed by the Parties,

no amendment shall be made to it except in accordance with the Variation process.

10.3 For the avoidance of doubt, each Services Request Form shall:

10.3.1 form part of, and not a separate agreement to, this Contract; and

10.3.2 be subject to, and governed by, the terms and conditions set out in this Contract.

10.4 If there is any inconsistency between the terms of this Contract and any provisions contained in the Services Request Form, the provisions of this Contract (in accordance with the order of precedence set out in Clause 1.5 (Definitions and Interpretation)) shall prevail.

Additional Services

10.5 Where requested by the Authority or the Authority Service Recipient in the Services Request Form, the Supplier shall provide the Additional Services. For the avoidance of doubt, the Parties acknowledge and agree the following in relation to the Additional Services:

10.5.1 the costs for the Additional Services will sit outside of, and will be paid by the Authority or relevant Authority Service Recipient in addition to, the Apprenticeship Levy;

10.5.2 where the Authority or the Authority Service Recipient requests Additional Services that are listed in SCHEDULE 3 (Contract Charges, Payment and Invoicing), the costs for such Additional Services shall be as set out in SCHEDULE 3 (Contract Charges, Payment and Invoicing) and shall be confirmed in the respective Services Request Form; and

10.5.3 where the Authority or the Authority Service Recipient requests Additional Services that are not listed in SCHEDULE 3 (Contract Charges, Payment and Invoicing), the costs for such Additional Services must be agreed between the Parties and set out in the respective Services Request Form.

10.6 Where the Authority or the Authority Service Recipient has not requested Additional Services in the Services Request Form but subsequently requires the Supplier to provide such Additional Services, the Parties shall negotiate and agree the costs for those Additional Services, and the Services Request Form shall be amended in accordance with the Variation process.

11. QUALITY STANDARDS

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

11.2 Throughout the Contract Period, the Parties shall notify each other of any new or emergent Quality Standards which could affect the Supplier’s provision, or the receipt by the Authority or an Authority Service Recipient, of the Services. A proposed adoption of any such new or emergent Quality standard, or changes to existing Quality Standards shall be made by the Supplier by way of notice which the Supplier will consider before the Supplier decides whether

the Contract should be varied and how that contract variation should be documented.

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

11.4 Where Quality Standards referenced conflict with each other or with best professional or industry practice adopted after the Contract Commencement Date, then the later Quality Standard or best practice shall be adopted by the Supplier. Any such alteration to any Quality Standard or Quality Standards shall require Approval (and the written consent of the Authority where the relevant Standard or Standards is/are included in the Statement of Requirement and shall be implemented within an agreed timescale.

11.5 Where a Quality Standard, policy or document is referred to by reference to a hyperlink, then if the hyperlink is changed or no longer provides access to the relevant standard, policy or document, the Supplier shall notify the Authority and the Parties shall agree the impact of such change.

12. DISRUPTION

12.1 The Supplier shall take reasonable care to ensure that in the performance of its obligations under this Contract it does not disrupt the operations of the Authority or any Authority Service Recipient (as applicable), its employees or any other contractor employed by the Authority or any Authority Service Recipient (as applicable).

12.2 The Supplier shall immediately inform the Authority or any Authority Service Recipient (as applicable) of any actual or potential industrial action, whether such action be by the Supplier Personnel or others, which affects or might affect the Supplier's ability at any time to perform its obligations under this Contract.

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

12.4 If the Supplier's proposals referred to in Clause 12.3 (Disruption) are considered insufficient or unacceptable by the Authority (acting reasonably), then the Authority may terminate this Contract for material Default.

12.5 If the Supplier is temporarily unable to fulfil the requirements of this Contract owing to disruption of normal business solely due to an Authority Cause, then subject to Clause 13.1 (Supplier Notification of Authority Cause), an appropriate allowance by way of an extension of time will be Approved by the Authority or an Authority Service Recipient (as applicable).

13. SUPPLIER NOTIFICATION OF AUTHORITY CAUSE

13.1 Without prejudice to any other obligations of the Supplier in this Contract to notify the Authority in respect of a specific Authority Cause (including the notice requirements under Clause 33.1 (Supplier Termination Rights – Termination on Authority Cause for Failure to Pay)), the Supplier shall:

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

13.1.1.1 the Authority Cause and its effect, or likely effect, on the Supplier's ability to meet its obligations under this Contract; and

13.1.1.2 any steps which the Authority or the relevant Authority Service Recipient can take to eliminate or mitigate the consequences and impact of such Authority Cause; and

13.1.1.3 use all reasonable endeavours to eliminate or mitigate the consequences and impact of an Authority Cause, including any Losses that the Supplier may incur and the duration and consequences of any delay or anticipated delay.

C. CONTRACT GOVERNANCE

14. CONTRACT MANAGEMENT RECORDS, AUDIT ACCESS AND OPEN BOOK DATA

Contract Management

14.1 Each Party shall appoint and retain a Contract Manager who shall be the primary point of contact for the other Party in relation to matters arising from this Contract. Should the Contract Manager be replaced, the Party replacing the Contract Manager shall promptly inform the other Party in writing of the name and contact details for the new Contract Manager. Any Contract Manager appointed shall be of sufficient seniority and experience to be able to make decisions on the day to day operation of the Contract. The Supplier confirms and agrees that it will be expected to work closely and cooperate fully with the Authority's Contract Manager.

14.2 The Authority or Authority Service Recipient (as applicable) and the Supplier shall each appoint and retain a Representative for each Services Request Form who shall be the primary point of contact for each respective Party in relation to matters arising under or in connection with that Services Request Form. Should the Representative be replaced, the Party replacing the Representative shall promptly inform the other Party in writing of the name and contact details for the new Representative.

14.3 Each Party shall ensure that its representatives (to include, without limitation, its Contract Manager) shall attend review meetings, at the frequency set out in SCHEDULE 2.2 (Performance Levels) to review the performance of the Supplier under this Contract and to discuss matters arising generally under this Contract. Each Party shall ensure that those attending such meetings have the authority to make decisions regarding the day to day operation of the Contract.

14.4 The Supplier shall comply with the provisions in SCHEDULE 2.2 (Performance Levels) in relation to reporting requirements.

14.5 The Supplier shall keep and maintain for seven (7) years after the Contract Expiry Date (or as long a period as may be agreed between the Parties or

required by the in force ESFA rules), full and accurate records and accounts of the operation of this Contract including the Services provided under it, any Sub-Contracts and the amounts paid by the Authority or any Authority Service Recipient.

14.6 The Supplier shall:

14.6.1 keep the records and accounts referred to in Clause 14.5 (Contract Management) in accordance with Good Industry Practice and Law; and

14.6.2 afford any Auditor access to the records and accounts referred to in Clause 14.5 (Contract Management) at the Supplier's premises and/or provide records and accounts (including copies of the Supplier's published accounts) or copies of the same, as may be required by any of the Auditors from time to time during the Contract Period and the period specified in Clause 14.5 (Contract Management), in order that the Auditor(s) may carry out an inspection to assess compliance by the Supplier and/or its Sub-Contractors of any of the Supplier's obligations under this Contract including in order to:

14.6.2.1 verify the accuracy of the Contract Charges and any other amounts payable by the Authority or the Authority Service Recipients under this Contract (and proposed or actual variations to them in accordance with this Contract);

14.6.2.2 verify the costs of the Supplier (including the costs of all Sub-Contractors and any third party suppliers) in connection with the provision of the Services;

14.6.2.3 verify the Open Book Data;

14.6.2.4 verify the Supplier's and each Sub-Contractor's compliance with the applicable Law;

14.6.2.5 identify or investigate an actual or suspected Prohibited Act, impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Authority and, for the avoidance of doubt, the Authority Service Recipients shall have no obligation to inform the Supplier of the purpose or objective of its investigations;

14.6.2.6 identify or investigate any circumstances which may impact upon the financial stability of the Supplier, and/or any Sub-Contractors or their ability to perform the Services;

14.6.2.7 obtain such information as is necessary to fulfil the Authority's or the Authority Service Recipients' obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;

14.6.2.8 review any books of account and the internal contract

management accounts kept by the Supplier in connection with this Contract;

14.6.2.9 carry out the Authority's or the Authority Service Recipients' internal and statutory audits and to prepare, examine and/or certify the Authority's or the Authority Service Recipients' annual and interim reports and accounts;

14.6.2.10 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 Authority or the Authority Service Recipients' have used its resources;

14.6.2.11 verify the accuracy and completeness of any information delivered or required by this Contract;

14.6.2.12 review the Supplier's quality management systems (including any quality manuals and procedures);

14.6.2.13 review the Supplier's compliance with the Standards;

14.6.2.14 inspect the Authority Assets, including the Authority's IPRs or any Authority Service Recipient IPRs, equipment and facilities, for the purposes of ensuring that the Authority Assets are secure and that any register of assets is up to date; and/or

14.6.2.15 review the integrity, confidentiality and security of the Authority Data.

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

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

14.8.1 all reasonable information requested by the Authority or an Authority Service Recipient within the scope of the audit;

14.8.2 reasonable access to sites controlled by the Supplier and to any Supplier Equipment used in the provision of the Services; and

14.8.3 access to the Supplier Personnel.

14.9 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Clause 14 (Contract Management Records, Audit Access and Open Book Data), unless the audit reveals a Default by the Supplier in which case the Supplier shall reimburse the Authority or the relevant Authority Service Recipient for the Authority's or the relevant Authority Service Recipient's

reasonable costs incurred in relation to the audit.

Financial Distress – Board Confirmation

14.10 If this Contract has been specified by the Authority as a Critical Service Contract then, subject to Clause 14.3 below, the Supplier shall within one hundred and twenty (120) days after each Accounting Reference Date or within 15 months of the previous Board Confirmation (whichever is the earlier) provide a Board Confirmation to the Authority in the form set out at Annex 11 of SCHEDULE 6.1 (Contract Management), confirming that to the best of the Board's knowledge and belief, it is not aware of and has no knowledge:

14.10.1 that a Financial Distress Event has occurred since the later of the Contract Commencement Date or the previous Board Confirmation or is subsisting; or

14.10.2 of any matters which have occurred or are subsisting that could reasonably be expected to cause a Financial Distress Event.

14.11 The Supplier shall ensure that in its preparation of the Board Confirmation it exercises due care and diligence and has made reasonable enquiry of all relevant Supplier Personnel and other persons as is reasonably necessary to understand and confirm the position.

14.12 In respect of the first Board Confirmation to be provided under this Contract, the Supplier shall provide the Board Confirmation within 15 months of the Contract Commencement Date if earlier than the timescale for submission set out in Clause 14.10 above.

14.13 Where the Supplier is unable to provide a Board Confirmation in accordance with Clause 14.10 to Clause 14.12 due to the occurrence of a Financial Distress Event or knowledge of subsisting matters which could reasonably be expected to cause a Financial Distress Event, it will be sufficient for the Supplier to submit in place of the Board Confirmation, a statement from the Board of Directors to the Authority (and where the Supplier is a Strategic Supplier, the Supplier shall send a copy of the statement to the Cabinet Office Markets and Suppliers Team) setting out full details of any Financial Distress Events that have occurred and/or the matters which could reasonably be expected to cause a Financial Distress Event.

15. CHANGE

Legislative Change

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

15.1.1 General Change in Law;

15.1.2 Specific Change in Law where the effect of that Specific Change in Law on the Services is reasonably foreseeable at the Contract Commencement Date.

15.2 If a Specific Change in Law occurs or will occur during the Contract Period (other than as referred to in Clause 15.1.2 (Change – Legislative Change)), the Supplier shall:

15.2.1 notify the Authority as soon as reasonably practicable of the likely

effects of that change including:

15.2.1.1 whether, in their opinion a contract variation is required to the provision of the Services, the Contract Charges or this Contract; and

15.2.1.2 whether any relief from compliance with the Supplier's obligations is required; and

15.2.2 provide to the Authority with evidence:

15.2.2.1 that the Supplier has minimised any increase in costs or maximised any reduction in costs, including in respect of the costs of its Sub-Contractors;

15.2.2.2 as to how the Specific Change in Law has affected the cost of providing the Services; and

15.2.2.3 demonstrating that any expenditure that has been avoided, has been taken into account in amending the Contract Charges.

15.3 Any change in the Contract Charges or relief from the Supplier's obligations resulting from a Specific Change in Law (other than as referred to in Clause 15.1.2 (Change – Legislative Change)) shall be implemented in accordance with the Variation process.

Variation Process

15.4 Subject to the provisions of this Clause 15.4 (Change – Variation Process) and SCHEDULE 3 (Contract Charges, Payment and Invoicing), either Party may request a variation to this Contract provided that such variation does not amount to a material change of this Contract within the meaning of the Regulations and the Law. Such a change once implemented is hereinafter called a "**Variation**". For the purpose of Clauses 15.4 to 15.10 (Change – Variation Process), a "Party" includes an Authority Service Recipient and the Variation process applies to any Services Request Form, as well as the Contract.

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

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

details of the impact of the proposed Variation to the Services and the Supplier's ability to meet its other obligations under this Contract;

15.6.1 details of the cost of implementing the proposed Variation;

15.6.2 details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Contract Charges, any alteration in the resources and/or expenditure required by either Party and any alteration to the

working practices of either Party;

15.6.3 a timetable for the implementation, together with any proposals for the testing of the Variation; and

15.6.4 such other information as the Authority may reasonably request in (or in response to) the Variation request.

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

15.8 Subject to Clause 15.7 (Change – Variation Process), the receiving Party shall respond to the request within the time limits specified in the Variation Form. Such time limits shall be reasonable and ultimately at the discretion of the Authority having regard to the nature of the Services and the proposed Variation.

15.9 In the event that

15.9.1 the Supplier is unable to agree to or provide the Variation; and/or

15.9.2 the Parties are unable to agree a change to the Contract Charges that may be included in a request of a Variation or response to it as a consequence thereof,

the Authority may:

15.9.3 agree to continue to perform its obligations under this Contract without the Variation; or

15.9.4 terminate this Contract with immediate effect, except where the Supplier has already fulfilled part or all of the provision of the Services in accordance with this Contract or where the Supplier can show evidence of substantial work being carried out to provide the Services under this Contract, and in such a case the Parties shall attempt to agree upon a resolution to the matter. Where a resolution cannot be reached, the matter shall be dealt with under the Dispute Resolution Procedure.

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

D. PAYMENT, TAXATION AND VALUE FOR MONEY PROVISIONS

16. CONTRACT CHARGES AND PAYMENT

Contract Charges

16.1 In consideration of the Supplier carrying out its obligations under this Contract, including the provision of the Services, the Authority or the Authority Service Recipient (as applicable) shall pay the undisputed Contract Charges in accordance with the pricing and payment profile and the invoicing procedure in Contract SCHEDULE 3 (Contract Charges, Payment and Invoicing).

16.2 Except as otherwise provided, each Party shall bear its own costs and expenses incurred in respect of compliance with its obligations under Clause

14 (Contract Management Records, Audit Access and Open Book Data), Clauses 25.19 to 25.27 (Transparency), Clauses 25.28 and 25.29 (Freedom of Information) and Clauses 25.30 to 25.41 (Data Protection – Parties acting as Independent Controllers of Personal Data) or 25.42 to 25.55 (Data Protection – the Authority is the Controller and the Supplier is the Processor).

16.3 If the Authority or the Authority Service Recipient (as applicable) fails to pay undisputed Contract Charges properly invoiced under this Contract, the Supplier shall have the right to charge interest on the overdue amount at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 2013, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.

16.4 The Authority or the Authority Service Recipient (as applicable) is not responsible for any shortfall in fees or any lost revenue suffered by the Supplier, in the event that an Apprentice leaves their apprenticeship course early and uncompleted. In such an event, the Supplier's right to claim ESFA funding for that respective Apprentice will cease from the date on which the Apprentice leaves their course and any obligation owed by the Authority or the Authority Service Recipient (as applicable) to pay the Contract Charges will either end, or such Contract Charges will be adjusted to reflect the departure of the Apprentice.

VAT

16.5 The Contract Charges are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Authority or the Authority Service Recipient (as applicable) following delivery of a Valid Invoice.

16.6 Where VAT is applicable, the Supplier shall indemnify the Authority and/or any Authority Service Recipient (as applicable) on a continuing basis against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on the Authority or the Authority Service Recipient (as applicable) at any time (whether before or after the making of a demand pursuant to the indemnity hereunder) in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under this Contract

16.7 Any amounts due under Clauses 16.5 and 16.6 (Contract Charges and Payment – VAT) shall be paid in cleared funds by the Supplier to the Authority or the Authority Service Recipient (as applicable) not less than five (5) Working Days before the date upon which the tax or other liability is payable by the Authority or the Authority Service Recipient (as applicable).

Retention and Set Off

16.8 The Authority or the Authority Service Recipient (as applicable) may retain or set off any amount, in excess of ESFA funding, owed to it by the Supplier against any amount due to the Supplier under this Contract or under any other agreement between the Supplier and the Authority or the Authority Service Recipient (as applicable).

16.9 If the Authority or the Authority Service Recipient (as applicable) wishes to exercise its right pursuant to Clause 16.8 (Contract Charges and Payment – Retention and Set Off) it shall give notice to the Supplier within thirty (30) days of receipt of the relevant invoice, setting out the Authority's or the Authority Service Recipient's (as applicable) reasons for retaining or setting

off the relevant Contract Charges.

16.10 The Supplier shall make any payments due to the Authority or the Authority Service Recipient (as applicable) without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Supplier has obtained a sealed court order requiring an amount equal to such deduction to be paid by the Authority or the Authority Service Recipient (as applicable) to the Supplier.

Foreign Currency

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

16.12 The Authority or the Authority Service Recipient (as applicable) shall provide all reasonable assistance to facilitate compliance with Clause 16.11 (Contract Charges and Payment – Foreign Currency) by the Supplier.

Income Tax and National Insurance Contributions

16.13 Where the Supplier or any Supplier Personnel are liable to be taxed in the UK or to pay national insurance contributions in respect of consideration received under this Contract, the Supplier shall:

16.13.1 at all times comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, and the Social Security Contributions and Benefits Act 1992 and all other statutes and regulations relating to national insurance contributions, in respect of that consideration; and

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

16.14 In the event that any one of the Supplier Personnel is a Worker who receives consideration relating to the Services, then, in addition to its obligations under Clause 16.13 (Contract Charges and Payment – Income Tax and National Insurance Contributions), the Supplier shall ensure that its contract with the Worker contains the following requirements:

16.14.1 that the Authority or the Authority Service Recipient (as applicable) may, at any time during the Contract Period, request that the Worker provides information which demonstrates how the Worker complies with the requirements of Clause 16.13 (Contract Charges and Payment – Income Tax and National Insurance Contributions), or why those requirements do not apply to it. In such case, the Authority or the Authority Service Recipient (as applicable) may specify the information which the Worker must provide and the period within which that information must be provided;

16.14.2 that the Worker's contract may be terminated at the Authority's or

the Authority Service Recipient's (as applicable) request if:

16.14.2.1 the Worker fails to provide the information requested by the Authority or the Authority Service Recipient (as applicable) within the time specified by the Authority or the Authority Service Recipient (as applicable) under Clause 16.14.1 (Contract Charges and Payment – Income Tax and National Insurance Contributions); and/or

16.14.2.2 the Worker provides information which the Authority or the Authority Service Recipient (as applicable) considers is inadequate to demonstrate how the Worker complies with Clause 16.13 (Contract Charges and Payment – Income Tax and National Insurance Contributions) or confirms that the Worker is not complying with those requirements; and

16.14.2.3 that the Authority or the Authority Service Recipient (as applicable) may supply any information it receives from the Worker to HMRC for the purpose of the collection and management of revenue for which they are responsible.

Financial Distress

16.15 The Supplier shall promptly notify (or shall procure that its auditors promptly notify) the Authority 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).

16.16 Immediately upon notification by the Supplier of a Financial Distress Event (or if the Authority becomes aware of a Financial Distress Event without notification and brings the event to the attention of the Supplier), the Supplier shall have the obligations and the Authority shall have the rights and remedies as set out in Clause 16.18 to Clause 16.21.

16.17 In the event of a late or non-payment of a Key Sub-contractor pursuant to Paragraph (d) of the definition of "Financial Distress Event", the Authority shall not exercise any of its rights or remedies under Clause 16.18 without first giving the Supplier 10 Working Days to:

16.17.1 rectify such late or non-payment; or

16.17.2 demonstrate to the Authority's reasonable satisfaction that there is a valid reason for late or non-payment.

16.18 The Supplier shall (and shall procure that the Contract Guarantor and/or any relevant Key Sub-contractor shall):

16.18.1 at the request of the Authority, meet the Authority as soon as reasonably practicable (and in any event within 3 Working Days of the initial notification (or awareness) of the Financial Distress Event or such other period as the Authority may permit and notify to the Supplier in writing) to review the effect of the Financial Distress

Event on the continued performance and delivery of the Services in accordance with this Contract; and

16.18.2 where the Authority reasonably believes (taking into account the discussions and any representations made under Clause 16.18.1 that the Financial Distress Event could impact on the continued performance and delivery of the Services in accordance with this Contract:

16.18.2.1 submit to the Authority for its approval, a draft Financial Distress Remediation Plan as soon as reasonably practicable (and, in any event, within 10 Working Days of the initial notification (or awareness) of the Financial Distress Event or such other period as the Authority may permit and notify to the Supplier in writing); and

16.18.2.2 to the extent that it is legally permitted to do so and subject to Clause 16.23, provide such information relating to the Supplier, any Key Sub-contractors and/or the Contract Guarantor as the Authority may reasonably require in order to understand the risk to the Services, which may include forecasts in relation to cash flow, orders and profits and details of financial measures being considered to mitigate the impact of the Financial Distress Event.

16.19 The Authority shall not withhold its approval of a draft Financial Distress Remediation Plan unreasonably. If the Authority does not approve the draft Financial Distress Remediation 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 Remediation Plan, which shall be resubmitted to the Authority within 5 Working Days of the rejection of the first draft. This process shall be repeated until the Financial Distress Remediation Plan is approved by the Authority or referred to the Dispute Resolution Procedure under Clause 16.20.

16.20 If the Authority considers that the draft Financial Distress Remediation Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not ensure the continued performance of the Supplier's obligations in accordance with this Contract, then it may either agree a further time period for the development and agreement of the Financial Distress Remediation Plan or escalate any issues with the draft Financial Distress Remediation Plan using the Dispute Resolution Procedure.

16.21 Following approval of the Financial Distress Remediation Plan by the Authority, the Supplier shall:

16.21.1 on a regular basis (which shall not be less than fortnightly):

16.21.1.1 review and make any updates to the Financial Distress Remediation Plan as the Supplier may deem reasonably necessary and/or as may be reasonably requested by the Authority, so that the plan remains adequate, up to date and ensures the continued performance and delivery of the Services in accordance with this Contract; and

16.21.1.2 provide a written report to the Authority setting out its

progress against the Financial Distress Remediation Plan, the reasons for any changes made to the Financial Distress Remediation Plan by the Supplier and/or the reasons why the Supplier may have decided not to make any changes;

16.21.2 where updates are made to the Financial Distress Remediation Plan in accordance with Clause 16.21.1 submit an updated Financial Distress Remediation Plan to the Authority for its approval, and the provisions of Clause 16.19 and Clause 16.20 shall apply to the review and approval process for the updated Financial Distress Remediation Plan; and

16.21.3 comply with the Financial Distress Remediation Plan (including any updated Financial Distress Remediation Plan) and ensure that it achieves the financial and performance requirements set out in the Financial Distress Remediation Plan.

16.22 Where the Supplier reasonably believes that the relevant Financial Distress Event under Clause 16.16 (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify the Authority and the Parties may agree that the Supplier shall be relieved of its obligations under Clause 16.21.

16.23 The Supplier shall use reasonable endeavours to put in place the necessary measures to ensure that the information specified at Clause 16.18.2.2 is available when required and on request from the Authority and within reasonable timescales. Such measures may include:

16.23.1 obtaining in advance written authority from the relevant Key Sub-contractors and/or the Contract Guarantor authorising the disclosure of the information to the Authority and/or entering into confidentiality agreements which permit disclosure;

16.23.2 agreeing in advance with the Authority, Key Sub-contractors and/or the Contract Guarantor a form of confidentiality agreement to be entered by the relevant parties to enable the disclosure of the information to the Authority;

16.23.3 putting in place any other reasonable arrangements to enable the information to be lawfully disclosed to the Authority (which may include making price sensitive information available to Authority nominated personnel through confidential arrangements, subject to their consent); and

16.23.4 disclosing the information to the fullest extent that it is lawfully entitled to do so, including through the use of redaction, anonymisation and any other techniques to permit disclosure of the information without breaching a duty of confidentiality.

17. PROMOTING TAX COMPLIANCE

17.1 This Clause 17 (Promoting Tax Compliance) shall apply if the Contract Charges payable under this Contract exceed or are likely to exceed five (5) million pounds during the Contract Period.

17.2 If, at any point during the Contract Period, an Occasion of Tax

Non-Compliance occurs, the Supplier shall:

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

17.2.2 promptly provide to the Authority or the Authority Service Recipient (as applicable):

17.2.2.1 details of the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and

17.2.2.2 such other information in relation to the Occasion of Tax Noncompliance as the Authority or the Authority Service Recipient (as applicable) may reasonably require.

In the event that the Supplier fails to comply with this Clause 17 (Promoting Tax Compliance) and/or does not provide details of proposed mitigating factors which in the reasonable opinion of the Authority or the Authority Service Recipient (as applicable) are acceptable, then the Authority reserves the right to terminate this Contract for material Default.

E. SUPPLIER PERSONNEL AND SUPPLY CHAIN MATTERS

18. SUPPLIER PERSONNEL

Supplier Personnel

18.1 The Supplier shall:

18.1.1 provide a list of the names of all Supplier Personnel requiring admission to Authority Premises, specifying the capacity in which they require admission and giving such other particulars as the Authority or the Authority Service Recipient (as applicable) may reasonably require;

18.1.2 ensure that all Supplier Personnel:

18.1.2.1 are appropriately qualified, trained and experienced to provide the Services with all reasonable skill, care and diligence;

18.1.2.2 are vetted in accordance with Good Industry Practice and, where applicable, the security requirements set out in Contract SCHEDULE 4 (Security);

18.1.2.3 obey all lawful instructions and reasonable directions of the Authority or the Authority Service Recipient (as applicable) and provide the Services to the reasonable satisfaction of the Authority or the Authority Service Recipient (as applicable); and

18.1.2.4 comply with all reasonable requirements of the Authority or the Authority Service Recipient (as applicable) concerning conduct at the Authority Premises, including the security requirements set out in Contract SCHEDULE 4 (Security);

18.1.3 subject to Contract SCHEDULE 5 (Staff Transfer), retain overall control of the Supplier Personnel at all times so that the Supplier Personnel shall not be deemed to be employees, agents or contractors of the Authority or the Authority Service Recipient (as applicable);

18.1.4 be liable at all times for all acts or omissions of Supplier Personnel, so that any act or omission of a member of any Supplier Personnel which results in a Default under this Contract shall be a Default by the Supplier;

18.1.5 use all reasonable endeavours to minimise the number of changes in Supplier Personnel;

18.1.6 replace (temporarily or permanently, as appropriate) any Supplier Personnel as soon as practicable if any Supplier Personnel have been removed or are unavailable for any reason whatsoever;

18.1.7 bear the programme familiarisation and other costs associated with any replacement of any Supplier Personnel; and

18.1.8 procure that the Supplier Personnel shall vacate the Authority Premises immediately upon the Contract Expiry Date.

18.2 If the Authority or the Authority Service Recipient (as applicable) reasonably believes that any of the Supplier Personnel are unsuitable to undertake work in respect of this Contract, it may:

18.2.1 refuse admission to the relevant person(s) to the Authority Premises; and/or

18.2.2 direct the Supplier to end the involvement in the provision of the Services of the relevant person(s).

18.3 The decision of the Authority or the Authority Service Recipient (as applicable) as to whether any person is to be refused access to the Authority Premises shall be final and conclusive.

Relevant Convictions

18.4 For each member of Supplier Personnel who, in providing the Services, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Authority or the Authority Service Recipient (as applicable) owes a special duty of care, the Supplier shall (and shall procure that the relevant Sub-Contractor shall):

18.4.1 carry out a check with the records held by the relevant Department for Education (DfE);

18.4.2 conduct thorough questioning regarding any Relevant Convictions; and

18.4.3 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.

19. STAFF TRANSFER

19.1 The Parties anticipate the commencement of the provision of the Services or any part of the Services may not result in a Relevant Transfer and that PART C of SCHEDULE 5 (Staff Transfer) shall apply and Parts PART A and PART B of Contract SCHEDULE 5 (Staff Transfer) shall not apply.

19.2 Notwithstanding the expectation in Clause 19.1 (Staff Transfer) above, the Parties agree that, where the commencement of the provision of the Services or any part of the Services results in one or more Relevant Transfers, Contract SCHEDULE 5 (Staff Transfer) shall apply as follows:

19.2.1 where the Relevant Transfer involves the transfer of Transferring Authority Employees, PART A of Contract SCHEDULE 5 (Staff Transfer) shall apply;

19.2.2 where the Relevant Transfer involves the transfer of Transferring Former Supplier Employees, PART B of Contract SCHEDULE 5 (Staff Transfer) shall apply;

19.2.3 where the Relevant Transfer involves the transfer of Transferring Authority Employees and Transferring Former Supplier Employees, Parts PART A and PART B of Contract SCHEDULE 5 (Staff Transfer) shall apply; and

19.2.4 PART C of Contract SCHEDULE 5 (Staff Transfer) shall not apply;

19.3 Where commencement of the provision of the Services or a part of the Services does not result in a Relevant Transfer, PART C of Contract SCHEDULE 5 (Staff Transfer) shall apply and Parts PART A and PART B of Contract SCHEDULE 5 (Staff Transfer) shall not apply.

19.4 PART D of Contract SCHEDULE 5 (Staff Transfer) shall apply on the expiry or termination of the Services or any part of the Services.

19.5 The Supplier shall both during and after the Contract Period indemnify the Authority and/or any Authority Service Recipient (as applicable) against all Employee Liabilities that may arise as a result of any claims brought against the Authority or the Authority Service Recipient (as applicable) by any person where such claim arises from any act or omission of the Supplier or any Supplier Personnel.

20. SUPPLY CHAIN RIGHTS AND PROTECTION

Appointment of Sub-Contractors

20.1 The Supplier shall exercise due skill and care in the selection of any Sub-Contractors to ensure that the Supplier is able to:

20.1.1 manage any Sub-Contractors in accordance with Good Industry Practice;

20.1.2 comply with its obligations under this Contract in the Delivery of the Services; and

20.1.3 assign, novate or otherwise transfer to the Authority, any Authority Service Recipient (as applicable), or any Replacement Supplier any of its rights and/or obligations under each Sub-Contract that relates

exclusively to this Contract.

20.2 Prior to sub-contacting any of its obligations under this Contract, the Supplier shall notify the Authority and provide the Authority with:

20.2.1 the proposed Sub-Contractor's name, registered office and company registration number;

20.2.2 the scope of any Services to be provided by the proposed Sub-Contractor; and

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

20.3 If requested by the Authority within ten (10) Working Days of receipt of the Supplier's notice issued pursuant to Clause 20.2 (Appointment of Sub-Contractors), the Supplier shall also provide:

20.3.1 a copy of the proposed Sub-Contract; and

20.3.2 any further information reasonably requested by the Authority.

20.4 The Authority may, within ten (10) Working Days of receipt of the Supplier's notice issued pursuant to Clause 20.2 (Appointment of Sub-Contractors) (or, if later, receipt of any further information requested pursuant to Clause 20.3 (Appointment of Sub-Contractors)), object to the appointment of the relevant Sub-Contractor if they consider that:

20.4.1 the appointment of a proposed Sub-Contractor may prejudice the provision of the Services or may be contrary to the interests respectively of the Authority under this Contract

20.4.2 the proposed Sub-Contractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or

20.4.3 the proposed Sub-Contractor employs unfit persons, in which case, the Supplier shall not proceed with the proposed appointment.

20.5 The Supplier may proceed with the proposed appointment if

20.5.1 the Authority has not notified the Supplier that it objects to the proposed Sub-Contractor's appointment by the later of ten (10) Working Days of receipt of:

20.5.1.1 the Supplier's notice issued pursuant to Clause 20.2 (Appointment of Sub-Contractors); and

20.5.1.2 any further information requested by the Authority pursuant to Clause 20.3 (Appointment of Sub-Contractors); and

20.5.2 the proposed Sub-Contract is not a Key Sub-Contract which shall require the written consent of the Authority in accordance with Clause 20.7 to 20.9 (Appointment of Key Sub-Contractors).

20.6 The Supplier expressly agrees that it shall not charge, or pass on charges in any way, for the management and supervision of any Sub-Contractor.

Appointment of Key Sub-Contractors

20.7 The Authority has consented to the engagement of the Key Sub-Contractors listed in SCHEDULE 6.2 (Key Sub-Contractors).

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

20.8.1 the appointment of a proposed Key Sub-Contractor may prejudice the provision of the Services or may be contrary to its interests;

20.8.2 the proposed Key Sub-Contractor is unreliable and/or has not provided reliable and/or reasonable services to its other customers; and/or

20.8.3 the proposed Key Sub-Contractor employs unfit persons.

20.9 Except where the Authority has given their prior written consent under Clause 20.7 (Appointment of Key Sub-Contractors), the Supplier shall ensure that each Key Sub-Contract shall include:

20.9.1 provisions which will enable the Supplier to discharge its obligations under this Contract;

20.9.2 a right under CRTPA for the Authority or the relevant Authority Service Recipient to enforce any provisions under the Key Sub-Contract which confer a benefit upon the Authority or the relevant Authority Service Recipient;

20.9.3 a provision enabling the Authority or the relevant Authority Service Recipient to enforce the Key Sub-Contract as if it were the Supplier;

20.9.4 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 Authority or the relevant Authority Service Recipient or any Replacement Supplier;

20.9.5 obligations no less onerous on the Key Sub-Contractor than those imposed on the Supplier under this Contract in respect of:

20.9.5.1 Clause 25 (Security and Protection of Information);

20.9.5.2 the keeping of records in respect of the Services being provided under the Key Sub-Contract, including the maintenance of Open Book Data;

20.9.5.3 the conduct of audits set out in Clause 14 (Contract Management Records, Audit Access and Open Book Data);

20.9.5.4 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 Authority under Clauses 32 (Authority Termination Rights), Clause 34 (Termination by Either Party) and Clause 36 (Consequences of Expiry or Termination) of this Contract;

20.9.6 a provision restricting the ability of the Key Sub-Contractor to Sub-Contract all or any part of the provision of the Services provided to the Supplier under the Sub-Contract without first seeking the written consent of the Authority;

20.9.7 a provision, where a provision in Contract SCHEDULE 5 (Staff Transfer) imposes an obligation on the Supplier to provide an indemnity, undertaking or warranty, requiring the Key Sub-Contractor to provide such indemnity, undertaking or warranty to the Authority, an Authority Service Recipient, Former Supplier or the Replacement Supplier as the case may be; and

20.9.8 a provision requiring the Key Sub-contractor to:

20.9.8.1 promptly notify the Supplier and the Authority in writing of any of the following of which it is, or ought to be, aware:

20.9.8.1.1 the occurrence of a Financial Distress Event in relation to the Key Sub-contractor; or

20.9.8.1.2 any fact, circumstance or matter of which it is aware which could cause the occurrence of a Financial Distress Event in relation to the Key Sub-contractor,

and in any event, provide such notification within 10 Working Days of the date on which the Key Sub-contractor first becomes aware of such; and

20.9.8.2 co-operate with the Supplier and the Authority in order to give full effect to the provisions of Clause 16.15 to Clause 16.23 (Contract Charges and Payment – Financial Distress), including meeting with the Supplier and the Authority to discuss and review the effect of the Financial Distress Event on the continued performance and delivery of the Services, and contributing to and complying with the Financial Distress Remediation Plan, and providing the information specified at Clause 16.18.2.2 (Contract Charges and Payment – Financial Distress).

Supply Chain Protection

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

20.10.1 requiring the Supplier to pay any undisputed sums which are due from it to the Sub-Contractor within a specified period not exceeding thirty (30) days from the receipt of a Valid Invoice;

20.10.2 requiring that any invoices submitted by a Sub-Contractor shall be considered and verified by the Supplier in a timely fashion and that

undue delay in doing so shall not be sufficient justification for failing to regard an invoice as valid and undisputed;

20.10.3 requiring the Sub-Contractor to include in any Sub-Contract which it in turn awards suitable provisions to impose, as between the parties to that Sub-Contract, requirements to the same effect as those required by Clauses 20.10.1 and 20.10.2 (Supply Chain Protection) directly above; and

20.10.4 conferring a right to the Authority or the Authority Service Recipient (as applicable) to publish the Supplier's compliance with its obligation to pay undisputed invoices within the specified payment period.

20.11 The Supplier shall:

20.11.1 pay undisputed sums which are due from it to a Sub-Contractor within thirty (30) days from the receipt of a Valid Invoice; and

20.11.2 provide a summary of its compliance with Clause 20.11.1 (Supply Chain Protection), such data to be certified each quarter by a director of the Supplier as being accurate and not misleading.

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

20.13 Notwithstanding any provision of Clauses 25.10 to 25.18 (Confidentiality) and Clause 26 (Publicity and Branding) if the Supplier notifies the Authority that the Supplier has failed to pay an undisputed Sub-Contractor's invoice within thirty (30) days of receipt, or the Authority otherwise discovers the same, the Authority shall be entitled to publish the details of the late or non-payment (including on government websites and in the press).

Termination of Sub-Contracts

20.14 The Authority may require the Supplier to terminate:

20.14.1 a Sub-Contract where:

20.14.1.1 the acts or omissions of the relevant Sub-Contractor have caused or materially contributed to the Authority's right of termination pursuant to any of the termination events in Clause 32 (Authority Termination Rights) except Clause 32.9 (Authority Termination Rights – Termination Without Cause); and/or

20.14.1.2 relevant Sub-Contractor or its Affiliates embarrassed the Authority or any Authority Service Recipient, or otherwise brought the Authority or any Authority Service Recipient into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in the Authority or any Authority Service Recipient, regardless of whether or not such act or omission is related to the Sub-Contractor's obligations in relation to the Services or otherwise;

20.14.2 a Key Sub-Contract where there is a Change of Control of the relevant Key Sub-Contractor, unless:

20.14.2.1 the Authority has given its prior written consent to the particular Change of Control, which subsequently takes place as proposed; or

20.14.2.2 the Authority has not served its notice of objection within six (6) Months of the later of the date the Change of Control took place or the date on which the Authority was given notice of the Change of Control.

Retention of Legal Obligations

20.15 Notwithstanding the Supplier's right to Sub-Contract pursuant to Clause 20 (Supply Chain Rights and Protection), the Supplier shall remain responsible for all acts and omissions of its Sub-Contractors and the acts and omissions of those employed or engaged by the Sub-Contractors as if they were its own.

F. PROPERTY MATTERS

21. AUTHORITY PREMISES

Licence to occupy Authority Premises

21.1 Any Authority Premises shall be made available to the Supplier on a non-exclusive licence basis free of charge and shall be used by the Supplier solely for the purpose of performing its obligations under this Contract. The Supplier shall have the use of such Authority Premises as licensee and shall vacate the same immediately upon completion, termination, expiry or abandonment of this Contract.

21.2 The Supplier shall limit access to the Authority Premises to such Supplier Personnel as is necessary to enable it to perform its obligations under this Contract and the Supplier shall co-operate (and ensure that the Supplier Personnel co-operate) with such other persons working concurrently on such Authority Premises as the Authority or the relevant Authority Service Recipient may reasonably request.

21.3 Save in relation to such actions identified by the Supplier in accordance with Clause 4 (Due Diligence) and set out in the Contract should the Supplier require modifications to the Authority Premises, such modifications shall be subject to Approval and shall be carried out by the Authority or the relevant Authority Service Recipient at the Supplier's expense. The Authority or the relevant Authority Service Recipient shall undertake any modification work which it approves pursuant to this Clause 21.3 without undue delay. Ownership of such modifications shall rest with the Authority or the relevant Authority Service Recipient.

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

21.5 The Parties agree that there is no intention on the part of the Authority or any Authority Service Recipient to create a tenancy of any nature whatsoever in favour of the Supplier or the Supplier Personnel and that no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to this Contract, the Authority or the relevant Authority Service Recipient retains the right at any time to use any Authority Premises in any manner it sees fit.

Security of Authority Premises

21.6 The Authority or the relevant Authority Service Recipient shall be responsible for maintaining the security of the Authority Premises. The Supplier shall comply with any reasonable security requirements of the Authority or the relevant Authority Service Recipient while on the Authority Premises.

21.7 The Authority or the relevant Authority Service Recipient shall afford the Supplier upon Approval (the decision to Approve or not will not be unreasonably withheld or delayed) an opportunity to inspect its physical security arrangements.

22. AUTHORITY PROPERTY

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

22.2 The Supplier shall not in any circumstances have a lien or any other interest on the Authority Property and at all times the Supplier shall possess the Authority Property as fiduciary agent and bailee of the Authority or the relevant Authority Service Recipient.

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

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

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

22.6 The Supplier shall ensure the security of all the Authority Property whilst in its possession, either on the Sites or elsewhere during the supply of the Services, in accordance with the Authority's or the relevant Authority Service Recipient's reasonable security requirements from time to time.

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

23. SUPPLIER EQUIPMENT

23.1 Unless otherwise stated in the Contract the Supplier shall provide all the Supplier Equipment necessary for the provision of the Services.

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

23.3 The Supplier shall be solely responsible for the cost of carriage of the Supplier Equipment to the Sites and/or any Authority Premises, including its off-loading, removal of all packaging and all other associated costs. Likewise on the Contract Expiry Date the Supplier shall be responsible for the removal of all relevant Supplier Equipment from the Sites and/or any Authority Premises, including the cost of packing, carriage and making good the Sites and/or the Authority Premises following removal.

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

23.5 The loss or destruction for any reason of any Supplier Equipment shall not relieve the Supplier of its obligation to supply the Services in accordance with this Contract.

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

23.7 The Supplier shall, at the Authority's or the relevant Authority Service Recipient's written request, at its own expense and as soon as reasonably practicable:

23.7.1 remove from the Authority Premises any Supplier Equipment or any component part of Supplier Equipment which in the reasonable opinion of the Authority or the relevant Authority Service Recipient is either hazardous, noxious or not in accordance with this Contract; and

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

G. INTELLECTUAL PROPERTY AND INFORMATION

24. INTELLECTUAL PROPERTY RIGHTS

Allocation of title to IPR

24.1 Save as expressly granted elsewhere under this Contract:

24.1.1 the Authority or any Authority Service Recipient shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Supplier or its licensors, including:

24.1.1.1 the Supplier Background IPR;

24.1.1.2 the Third Party IPR; and

24.1.1.3 the Project Specific IPR.

24.1.2 the Supplier shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Authority, any Authority Service Recipient or the Authority or any Authority Service Recipient's licensors, including the:

24.1.2.1 Authority Background IPR; and

24.1.2.2 Authority Data.

24.1.3 the Supplier shall not acquire any right, title or interest in or to the Intellectual Property Rights of any person pursing an apprenticeship, save to the minimum extent necessary for the provision of the Services.

24.2 Where either Party acquires, by operation of Law, title to Intellectual Property Rights that is inconsistent with the allocation of title set out in Clause 24.1 (Allocation of Title to IPR), it shall assign in writing such Intellectual Property Rights as it has acquired to the other Party on the request of the other Party (whenever made). For the avoidance of doubt, for the purpose of this Clause 24 (Intellectual Property Rights), any reference to a "Party" or the "Parties" shall be interpreted as including any Authority Service Recipient.

24.3 Neither Party shall have any right to use any of the other Party's names, logos or trade marks on any of its products or services without the other Party's prior written consent.

Foreground IPR

24.4 Subject to Clause 24.5 (Foreground IPR) Foreground IPRs shall vest in and be owned absolutely by the Party which has created or developed it.

24.5 Any Foreground IPRs created jointly by the Parties or otherwise than solely by either Party in shall be owned by both Parties jointly in equal and undivided shares.

24.6 If any such jointly owned Foreground IPRs are considered to be registrable, the Parties shall (acting reasonably and without undue delay) discuss the appropriate action to be taken, which may include an application for registration in joint names and in such countries as the Parties agree in writing and an agreement as to which Party shall have responsibility for the filing and prosecution of applications and maintenance and renewal registrations on behalf of the Parties.

24.7 Each Party shall immediately give written notice to the other Party of any actual, threatened or suspected infringement of any IPRs, including jointly created Foreground IPRs, of which it becomes aware.

Licence granted by the Supplier: Project Specific IPR

24.8 The Supplier hereby grants to the Authority and the Authority Service Recipients (as applicable), or shall procure the direct grant to the Authority and the Authority Service Recipients (as applicable) of, a perpetual, royalty-free, irrevocable, non-exclusive licence to use the Project Specific IPR including but not limited to the right to copy, adapt, publish and distribute such Project Specific IPR.

Licence granted by the Supplier: Supplier Background IPR

24.9 The Supplier hereby grants to the Authority and the Authority Service Recipients (as applicable) a perpetual, royalty-free and non-exclusive licence to use the Supplier Background IPR for any purpose relating to the Services (or substantially equivalent services) or for any purpose relating to the exercise of the Authority's (or, if the Authority is a Central Government Body, any other Central Government Body's) and the Authority Service Recipient's (as applicable) business or function.

24.10 At any time during the Contract Period or following the Contract Expiry Date, the Supplier may terminate a licence granted in respect of the Supplier Background IPR under Clause 24.9 (Licence granted by the Supplier: Supplier Background IPR) by giving thirty (30) days' notice in writing (or such other period as agreed by the Authority and (where relevant) the Authority Service Recipient and the Supplier) if there is an Authority Cause which constitutes a material breach of the terms of Clause 24.9 (Licence granted by the Supplier: Supplier Background IPR) which, if the breach is capable of remedy, is not remedied within twenty (20) Working Days after the Supplier gives the Authority or the relevant Authority Service Recipient written notice specifying the breach and requiring its remedy.

24.11 In the event the licence of the Supplier Background IPR is terminated pursuant to Clause 24.10 (Licence granted by the Supplier: Supplier Background IPR), the Authority shall (and shall procure that any Authority Service Recipient shall):

24.11.1 immediately cease all use of the Supplier Background IPR;

24.11.2 at the discretion of the Supplier, return or destroy documents and other tangible materials that contain any of the Supplier Background IPR, provided that if the Supplier has not made an election within six (6) Months of the termination of the licence, the Authority or the relevant Authority Service Recipient may destroy the documents and other tangible materials that contain any of the Supplier Background IPR; and

24.11.3 ensure, so far as reasonably practicable, that any Supplier Background IPR that is held in electronic, digital or other machine-readable form ceases to be readily accessible (other than by the information technology staff of the Authority or the relevant Authority Service Recipient) from any computer, word processor, voicemail system or any other device containing such Supplier Background IPR.

Authority's right to sub-license

24.12 The Authority or the relevant Authority Service Recipient shall be freely entitled to sub-license the rights granted to it pursuant to Clause 24.8 (Licence granted by the Supplier: Project Specific IPR) to the extent that the

Authority or the relevant Authority Service Recipient determines in its sole discretion (acting reasonably) that such sub-licence is necessary for the continuation of the provision of the Services.

24.13 The Authority or the relevant Authority Service Recipient may sub-license:

24.13.1 the rights granted under Clause 24.9 (Licence granted by the Supplier: Supplier Background IPR) to a third party (including for the avoidance of doubt, any Replacement Supplier) provided that:

24.13.1.1 the sub-licence is on terms no broader than those granted to the Authority or the relevant Authority Service Recipient; and

24.13.1.2 the sub-licence only authorises the third party to use the rights licensed in Clause 24.9 (Licence granted by the Supplier: Supplier Background IPR) for purposes relating to the Services (or substantially equivalent services) or for any purpose relating to the exercise of the Authority's (or, if the Authority is a Central Government Body, any other Central Government Body's), or any Authority Service Recipient's business or function; and

24.13.2 the rights granted under Clause 24.9 (Licence granted by the Supplier: Supplier Background IPR) to any Approved Sub-Licensee to the extent necessary to use and/or obtain the benefit of the Project Specific IPR provided that the sub-licence is on terms no broader than those granted to the Authority or the relevant Authority Service Recipient.

Authority's right to assign/novate licences

24.14 The Authority and the Authority Service Recipients shall be freely entitled to assign, novate or otherwise transfer its rights and obligations under the licence granted to it pursuant to Clause 24.8 (Licence granted by the Supplier: Project Specific IPR).

24.15 The Authority or any Authority Service Recipients may assign, novate or otherwise transfer its rights and obligations under the licence granted pursuant to Clause 24.9 (Licence granted by the Supplier: Supplier Background IPR) to:

24.15.1 a Central Government Body; or

24.15.2 to any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Authority or the relevant Authority Service Recipient.

24.16 Where the Authority or an Authority Service Recipient is a Central Government Body, any change in the legal status of the Authority or an Authority Service Recipient which means that it ceases to be a Central Government Body shall not affect the validity of any licence granted in Clause 24.8 (Licence granted by the Supplier: Project Specific IPR) and/or Clause 24.9 (Licences granted by the Supplier: Supplier Background IPR). If the Authority or the relevant Authority Service Recipient ceases to be a Central Government Body, the successor body to the Authority or the relevant

Authority Service Recipient shall still be entitled to the benefit of the licences granted in Clause 24.8 (Licence granted by the Supplier: Project Specific IPR) and Clause 24.9 (Licence granted by the Supplier: Supplier Background IPR).

24.17 If a licence granted in Clause 24.8 (Licence granted by the Supplier: Project Specific IPR) and/or Clause 24.9 (Licence granted by the Supplier: Supplier Background IPR) is novated under Clauses 24.14 and/or 24.15 (Authority's right to assign/novate licences) or there is a change of the Authority's or the relevant Authority Service Recipient's status pursuant to Clause 24.16 (Authority's right to assign/novate licences) (both such bodies being referred to as the **"Transferee"**), the rights acquired by the Transferee shall not extend beyond those previously enjoyed by the Authority or the relevant Authority Service Recipient.

Third Party IPR

24.18 The Supplier shall procure that the owners or the authorised licensors of any Third Party IPR grant a direct licence to the Authority or the relevant Authority Service Recipient on terms at least equivalent to those set out in Clause 24.8 (Licence granted by the Supplier: Project Specific IPR) and Clause 24.14 (Authority's right to assign/novate licences). If the Supplier cannot obtain for the Authority or the relevant Authority Service Recipient a licence materially in accordance with the licence terms set out in Clause 24.8 (Licences granted by the Supplier: Project Specific IPR) and Clause 24.14 (Authority's right to assign/novate licences) in respect of any such Third Party IPR, the Supplier shall:

24.18.1 notify the Authority in writing giving details of what licence terms can be obtained from the relevant third party and whether there are alternative providers which the Supplier could seek to use; and

24.18.2 only use such Third Party IPR if the Authority or the relevant Authority Service Recipient Approves the terms of the licence from the relevant third party.

Licence granted by the Authority

24.19 The Authority hereby grants, and shall procure that the relevant Authority Service Recipient grants, to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Contract Period to use the Authority Background IPR and the Authority Data solely to the extent necessary for providing the Services in accordance with this Contract, including (but not limited to) the right to grant sub-licences to Sub-Contractors provided that:

24.19.1 any relevant Sub-Contractor has entered into a confidentiality undertaking with the Supplier on the same terms as set out in Clause 25.10 to 25.18 (Confidentiality); and

24.19.2 the Supplier shall not without Approval use the licensed materials for any other purpose or for the benefit of any person other than the Authority or the relevant Authority Service Recipient.

Termination of licenses

24.20 Subject to Clause 24.8 (Licence granted by the Supplier: Project Specific IPR), all licences granted pursuant to Clause 24 (Intellectual Property Rights) (other than those granted pursuant to Clause 24.18 (Third Party IPR) and

Clause 24.19 (Licence granted by the Authority)) shall survive the Contract Expiry Date.

24.21 The Supplier shall, if requested by the Authority or the relevant Authority Service Recipient as a result of a contract termination in accordance with Clause 32 (Authority Termination Rights), grant (or procure the grant) to the Replacement Supplier of a licence to use any Supplier Background IPR and/or Third Party IPR on terms equivalent to those set out in Clause 24.8 (Licence granted by the Supplier: Project Specific IPR) subject to the Replacement Supplier entering into reasonable confidentiality undertakings with the Supplier.

24.22 The licence granted pursuant to Clause 24.19 (Licence granted by the Authority) and any sub-licence granted by the Supplier in accordance with Clause 24.19 (Licence granted by the Authority) shall terminate automatically on the Contract Expiry Date and the Supplier shall:

24.22.1 immediately cease all use of the Authority Background IPR and the Authority Data (as the case may be);

24.22.2 at the discretion of the Authority or the relevant Authority Service Recipient, return or destroy documents and other tangible materials that contain any of the Authority Background IPR and the Authority Data, provided that if the Authority or the relevant Authority Service Recipient has not made an election within six months of the termination of the licence, the Supplier may destroy the documents and other tangible materials that contain any of the Authority Background IPR and the Authority Data (as the case may be); and

24.22.3 ensure, so far as reasonably practicable, that any Authority Background IPR and Authority 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 Authority Background IPR and/or Authority Data.

IPR Indemnity

24.23 The Supplier shall, during and after the Contract Period, on written demand, indemnify the Authority, each Authority Service Recipient and each other Indemnified Person, and keep the Authority, each Authority Service Recipient and each other Indemnified Person indemnified, against all Losses incurred by, awarded against, or agreed to be paid by the Authority, the Authority Service Recipient (as applicable), or an Indemnified Person (whether before or after the making of the demand pursuant to the indemnity hereunder) arising from an IPR Claim.

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

24.24.1 procure for the Authority, the Authority Service Recipient (as applicable) or an Indemnified Person the right to continue using the relevant item which is subject to the IPR Claim; or

24.24.2 replace or modify the relevant item with non-infringing substitutes provided that:

24.24.2.1 the performance and functionality of the replaced or modified item is at least equivalent to the performance and functionality of the original item;

24.24.2.2 the replaced or modified item does not have an adverse effect on any other Services;

24.24.2.3 there is no additional cost to the Authority, the Authority Service Recipient (as applicable) or relevant Indemnified Person (as the case may be); and

24.24.2.4 the terms and conditions of this Contract shall apply to the replaced or modified Services.

24.25 If the Supplier elects to procure a licence in accordance with Clause 24.24.1 (IPR Indemnity) (or to modify or replace an item pursuant to Clause 24.24.2 (IPR Indemnity)), but this has not avoided or resolved the IPR Claim, then:

24.25.1 the Authority may terminate this Contract by written notice with immediate effect; and

24.25.2 without prejudice to the indemnity set out in Clause 24.23 (IPR Indemnity), the Supplier shall be liable for all reasonable and unavoidable costs of the substitute services including the additional costs of procuring, implementing and maintaining the substitute items.

25. SECURITY AND PROTECTION OF INFORMATION

Security Requirements

25.1 The Supplier shall comply with the requirements of Contract SCHEDULE 4 (Security).

Protection of Authority Data

25.2 The Supplier shall not delete or remove any proprietary notices contained within or relating to the Authority Data.

25.3 The Supplier shall not store, copy, disclose, or use the Authority Data except as necessary for the performance by the Supplier of its obligations under this Contract or as otherwise Approved by the Authority or the relevant Authority Service Recipient.

25.4 To the extent that the Authority Data is held and/or Processed by the Supplier, the Supplier shall supply that Authority Data to the Authority or the relevant Authority Service Recipient as requested by the Authority or the relevant Authority Service Recipient and in the format (if any) specified by the Authority or the relevant Authority Service Recipient in this Contract and, in any event, as specified by the Authority or the relevant Authority Service Recipient from time to time in writing.

25.5 The Supplier shall take responsibility for preserving the integrity of Authority Data and preventing the corruption or loss of Authority Data at all times, including, for the avoidance of doubt, when the relevant Authority Data is under its control or the control of any Sub-Contractor.

25.6 The Supplier shall perform secure back-ups of all Authority Data and shall

ensure that up-to-date back-ups are stored off-site at an Approved location in accordance with any business continuity plan or otherwise. The Supplier shall ensure that such back-ups are available to the Authority or the relevant Authority Service Recipient (or to such other person as the Authority or the relevant Authority Service Recipient may direct) at all times upon request and are delivered to the Authority or the relevant Authority Service Recipient at no less than six (6) Monthly intervals (or such other intervals as may be agreed in writing between the Parties).

25.7 The Supplier shall ensure that any system on which the Supplier holds any Authority Data, including back-up data, is a secure system that complies with the requirements set out in SCHEDULE 4 (Security).

25.8 If at any time the Supplier suspects or has reason to believe that the Authority Data is corrupted, lost or sufficiently degraded in any way for any reason, then the Supplier shall notify the Authority and the relevant Authority Service Recipient immediately and inform the Authority and the relevant Authority Service Recipient of the remedial action the Supplier proposes to take.

25.9 If the Authority Data is corrupted, lost or sufficiently degraded as a result of a Default so as to be unusable, the Authority or the relevant Authority Service Recipient may:

25.9.1 require the Supplier (at the Supplier's expense) to restore or procure the restoration of Authority Data as required by the Authority or the relevant Authority Service Recipient, and the Supplier shall do so as soon as practicable but not later than five (5) Working Days from the date of receipt of the Authority's or the relevant Authority Service Recipient's notice; and/or

25.9.2 itself restore or procure the restoration of Authority Data, and shall be repaid by the Supplier any reasonable expenses incurred in doing so as required by the Authority or the relevant Authority Service Recipient.

Confidentiality

25.10 For the purposes of Clauses 25.10 to 25.18 (Confidentiality), the term "**Disclosing Party**" shall mean a Party which discloses or makes available directly or indirectly its Confidential Information and "**Recipient**" shall mean the Party which receives or obtains directly or indirectly Confidential Information. For the avoidance of doubt, for the purpose of Clause 25.10 to Clause 25.18 (Confidentiality) (inclusive), any reference to a "Party" or the "Parties" shall be interpreted as including any Authority Service Recipient.

25.11 Except to the extent set out in Clauses 25.10 to 25.18 (Confidentiality) or where disclosure is expressly permitted elsewhere in this Contract, the Recipient shall:

25.11.1 treat the Disclosing Party's Confidential Information as confidential and keep it in secure custody (which is appropriate depending upon the form in which such materials are stored and the nature of the Confidential Information contained in those materials); and

25.11.2 not disclose the Disclosing Party's Confidential Information to any other person except as expressly set out in this Contract or without obtaining the owner's prior written consent;

25.11.3 not use or exploit the Disclosing Party's Confidential Information in any way except for the purposes anticipated under this Contract; and

25.11.4 immediately notify the Disclosing Party if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Disclosing Party's Confidential Information.

25.12 The Recipient shall be entitled to disclose the Confidential Information of the Disclosing Party where:

25.12.1 the Recipient is required to disclose the Confidential Information by Law, provided that Clause 25.28 to 25.29 (Freedom of Information) shall apply to disclosures required under the FOIA or the EIRs;

25.12.2 the need for such disclosure arises out of or in connection with:

25.12.2.1 any legal challenge or potential legal challenge against the Authority and/or any Authority Service Recipient arising out of or in connection with this Contract;

25.12.2.2 the examination and certification of the Authority's and/or any Authority Service Recipient accounts (provided that the disclosure is made on a confidential basis) or for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority and/or any Authority Service Recipient is making use of any Services provided under this Contract; or

25.12.2.3 the conduct of a Central Government Body review in respect of this Contract; or

25.12.3 the Recipient has reasonable grounds to believe that the Disclosing Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010 and the disclosure is being made to the Serious Fraud Office.

25.13 If the Recipient is required by Law to make a disclosure of Confidential Information, the Recipient shall as soon as reasonably practicable and to the extent permitted by Law notify the Disclosing Party of the full circumstances of the required disclosure including the relevant Law and/or regulatory body requiring such disclosure and the Confidential Information to which such disclosure would apply.

25.14 Subject to Clause 25.15 (Confidentiality), the Supplier may only disclose the Confidential Information of the Authority or any Authority Service Recipient on a confidential basis to:

25.14.1 Supplier Personnel who are directly involved in the provision of the Services and need to know the Confidential Information to enable performance of the Supplier's obligations under this Contract; and

25.14.2 its professional advisers (including its auditors) for the purposes of obtaining advice in relation to this Contract.

25.15 Where the Supplier discloses Confidential Information of the Authority or any

Authority Service Recipient pursuant to Clause 25.14 (Confidentiality), it shall remain responsible at all times for compliance with the confidentiality obligations set out in this Contract by the persons to whom disclosure has been made.

25.16 The Authority or any Authority Service Recipient may disclose the Confidential Information of the Supplier:

25.16.1 to any Central Government Body on the basis that the information may only be further disclosed to Central Government Bodies;

25.16.2 to the British Parliament and any committees of the British Parliament or if required by any British Parliamentary reporting requirement;

25.16.3 to the extent that the Authority or the relevant Authority Service Recipient (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;

25.16.4 on a confidential basis to a professional adviser, consultant, supplier or other person engaged by any of the entities described in this Clause 25.16.4 (including any benchmarking organisation) for any purpose relating to or connected with this Contract;

25.16.5 on a confidential basis for the purpose of the exercise of its rights under this Contract; or

25.16.6 to a proposed transferee, assignee or novatee of, or successor in title to the Authority or any Authority Service Recipient, and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Authority or the Authority Service Recipients under Clause 25.10 to 25.18 (Confidentiality).

25.17 Nothing in Clauses 25.10 to 25.18 (Confidentiality) shall prevent a Recipient from using any techniques, ideas or Know-How gained during the performance of this Contract in the course of its normal business to the extent that this use does not result in a disclosure of the Disclosing Party's Confidential Information or an infringement of Intellectual Property Rights.

25.18 In the event that the Supplier fails to comply with Clauses 25.11 and 25.12 (Confidentiality), the Authority reserves the right to terminate this Contract for material Default.

Transparency

25.19 The Parties acknowledge that:

25.19.1 the Transparency Reports; and

25.19.2 the content of this Contract, including any changes to this Contract agreed from time to time, except for –

25.19.2.1 any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined in accordance with Clause 25.28 or 25.29 (Freedom of Information); and

25.19.2.2 Commercially Sensitive Information,

(together the "**Transparency Information**") are not Confidential Information. For the avoidance of doubt, for the purpose of this Clause 25.19, any reference to a "Party" or the "Parties" shall be interpreted as including any Authority Service Recipient.

25.20 Notwithstanding any other provision of this Contract, the Supplier hereby gives its consent for the Authority and/or the Authority Service Recipients to publish to the general public the Transparency Information in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted). The Authority and/or the relevant Authority Service Recipient shall, prior to publication, consult with the Supplier on the manner and format of publication and to inform its decision regarding any redactions but shall have the final decision in its absolute discretion.

25.21 The Supplier shall assist and co-operate with the Authority and/or the relevant Authority Service Recipient to enable the Authority and/or the relevant Authority Service Recipient to publish the Transparency Information, including the preparation of the Transparency Reports in accordance with Clauses 25.25 to 25.27 below (Transparency).

25.22 If the Authority and/or the relevant Authority Service Recipient believes that publication of any element of the Transparency Information would be contrary to the public interest, the Authority and/or the relevant Authority Service Recipient shall be entitled to exclude such information from publication. The Authority and/or the relevant Authority Service Recipient acknowledges that it would expect the public interest by default to be best served by publication of the Transparency Information in its entirety. Accordingly, the Authority and/or the relevant Authority Service Recipient acknowledges that it will only exclude Transparency Information from publication in exceptional circumstances and agrees that where it decides to exclude information from publication it will provide a clear explanation to the Supplier.

25.23 The Authority shall, and shall procure that each Authority Service Recipient shall, publish the Transparency Information in a format that assists the general public in understanding the relevance and completeness of the information being published to ensure the public obtain a fair view on how this Contract is being performed, having regard to the context of the wider commercial relationship with the Supplier.

25.24 The Supplier agrees that any information it holds that is not included in the Transparency Reports but is reasonably relevant to or that arises from the provision of the Services shall be provided to the Authority or the relevant Authority Service Recipient on request unless the cost of doing so would exceed the appropriate limit prescribed under section 12 of the FOIA. The Authority or the relevant Authority Service Recipient may disclose such information under the FOIA and the EIRs and may (except for Commercially Sensitive Information, Confidential Information and Open Book Data) publish such information. The Supplier shall provide to the Authority or the Authority Service Recipient within five (5) Working Days (or such other period as the Authority or the Authority Service Recipient may reasonably specify) any such information requested by the Authority.

25.25 Without prejudice to the Supplier's reporting requirements set out elsewhere, within three (3) Months of the Commencement Date the Supplier shall submit

to the Authority for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in Contract SCHEDULE 9 (Transparency Reports and Commercially Sensitive Information).

25.26 If the Authority rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Authority. If the Parties fail to agree on a draft Transparency Report the Authority shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.

25.27 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Authority at the frequency referred to in Contract SCHEDULE 9 (Transparency Reports and Commercially Sensitive Information).

Freedom of Information

25.28 Each Party acknowledges the duties of Contracting Authorities (including the Authority and Authority Service Recipients) under the FOIA and the EIRs, and shall provide each other with all necessary assistance and cooperation as reasonably requested to enable compliance with those duties. The Supplier agrees:

25.28.1 that this Contract and any recorded information held by the Supplier on the Authority's (or Authority Service Recipient's) behalf for the purposes of this Contract are subject to the obligations and commitments of the Authority (or Authority Service Recipient's) under the FOIA and Environmental Regulations;

25.28.2 that where the Supplier receives a request for information under the FOIA or the Environmental Regulations and the Supplier itself is subject to the FOIA and Environmental Regulations, it will liaise with the Authority or (where relevant) the Authority Service Recipient as to the contents of any response before a response to a request is issued and will promptly (and in any event within five (5) Working Days) provide a copy of the request and any response to the Authority or (where relevant) the Authority Service Recipient;

25.28.3 that where the Supplier receives a request for information under the FOIA or Environmental Regulations and the Supplier is not itself subject to the FOIA and Environmental Regulations, it will not respond to that request (unless directed to do so by the Authority or (where relevant) the Authority Service Recipient) and will promptly (and in any event within five (5) Working Days) transfer the request to the Authority or (where relevant) the Authority Service Recipient; and

25.28.4 to assist the Authority or (where relevant) the Authority Service Recipient in responding to a request for information, by processing information or environmental information (as the same are defined in FOIA and the Environmental Regulations) in accordance with a records management system that complies with all applicable

records management recommendations and codes of conduct issued under section 46 of FOIA, and providing copies of all information requested by the Authority or (where relevant) the Authority Service Recipient within five (5) Working Days of that request and without charge.

25.29 Notwithstanding Clause 25.28 (Freedom of Information) above, the Supplier acknowledges that the Authority and/or the Authority Service Recipient may be required under the FOIA and EIRs to disclose information (including Commercially Sensitive Information) without consulting or obtaining consent from the Supplier. The Authority shall, and procures that and/or the Authority Service Recipients shall, take reasonable steps to notify the Supplier of a Request for Information (in accordance with the Secretary of State's Section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Contract) the Authority and/or the Authority Service Recipient shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

Data Protection

For the avoidance of doubt, for the purpose of Clauses 25.30 to 25.55 (Data Protection), any reference to a "Party" or the "Parties" shall be interpreted as including any Authority Service Recipient.

Parties acting as independent controllers of Personal Data

25.30 With respect to Personal Data provided by one Party to another Party 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 Controller.

25.31 Each Party shall 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.

25.32 Where a Party has provided Personal Data to the other Party in accordance with Clause 25.30 (Data Protection – Parties acting as independent controllers of Personal Data), the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.

25.33 The Parties shall be responsible for their own compliance with Articles 13 and 14 of the UK GDPR in respect of the Processing of Personal Data for the purposes of this Contract.

25.34 The Parties shall only provide Personal Data to each other:

25.34.1 to the extent necessary to perform the respective obligations under this Contract;

25.34.2 in compliance with the Data Protection Legislation (including by ensuring all required fair processing information has been given to affected Data Subjects); and

25.34.3 where it has recorded it in SCHEDULE 7 (Data Processing Activities).

25.35 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 for 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.

25.36 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.

25.37 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 (the **"Request Recipient"**):

25.37.1 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

25.37.2 where the request or correspondence is directed to the other Party and/or relates to the other Party's Processing of the Personal Data, the Request Recipient will:

25.37.2.1 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

25.37.2.2 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.

25.38 Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to this Contract and shall:

25.38.1 do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;

25.38.2 implement any measures necessary to restore the security of any compromised Personal Data;

25.38.3 work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the

timeframes set out therein); and

25.38.4 not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.

25.39 Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under this Contract as specified in SCHEDULE 7 (Data Processing Activities).

25.40 Personal Data shall not be retained or Processed for longer than is necessary to perform each Party's obligations under this Contract which is specified in SCHEDULE 7 (Data Processing Activities).

25.41 Notwithstanding the Supplier's general obligations in relation to the Processing of Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an independent Controller of Personal Data in accordance with Clause 25.30 to 25.40 (Data Protection – Parties acting as independent controllers of Personal Data).

The Authority is the Controller and the Supplier is the Processor

25.42 Where the Parties acknowledge that, for the purposes of the Data Protection Legislation, the Authority or the Authority Service Recipient is the Controller and the Supplier is the Processor, the only Processing that the Processor is authorised to do is listed in Contract SCHEDULE 7 (Data Processing Activities) by the Controller and may not be determined by the Processor.

25.43 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.

25.44 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:

25.44.1 a systematic description of the envisaged processing operations and the purpose of the processing;

25.44.2 an assessment of the necessity and proportionality of the processing operations in relation to the Services;

25.44.3 an assessment of the risks to the rights and freedoms of Data Subjects; and

25.44.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

25.45 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Contract:

25.45.1 Process that Personal Data only in accordance with Contract SCHEDULE 7 (Data Processing Activities), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before Processing the Personal Data unless prohibited by Law;

25.45.2 ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:

25.45.2.1 nature of the data to be protected;

25.45.2.2 harm that might result from a Data Loss Event;

25.45.2.3 state of technological development; and

25.45.2.4 cost of implementing any measures;

25.45.3 ensure that:

25.45.3.1 the Processor Personnel do not Process Personal Data except in accordance with this Contract (and in particular SCHEDULE 7 (Data Processing Activities));

25.45.3.2 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:

25.45.3.2.1 are aware of and comply with the Processor's duties under Clauses 25.42 to 25.55 (Data Protection –The Authority is the Controller and the Supplier is the Processor);

25.45.3.2.2 are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;

25.45.3.2.3 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

25.45.3.2.4 have undergone adequate training in the use, care, protection and handling of Personal Data; and

25.45.4 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:

25.45.4.1 the destination country has been recognised as adequate by the UK government in accordance with Article 45 UK GDPR or section 74 of the DPA 2018;

25.45.4.2 the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with the UK GDPR Article 46 or section 75 DPA 2018) as determined by the Controller;

25.45.4.3 the Data Subject has enforceable rights and effective legal remedies;

25.45.4.4 the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and

25.45.4.5 the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;

25.45.5 at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.

25.46 Subject to Clause 25.47 (Data Protection –The Authority is the Controller and the Supplier is the Processor), the Processor shall notify the Controller immediately if it:

25.46.1 receives a Data Subject Request (or purported Data Subject Request);

25.46.2 receives a request to rectify, block or erase any Personal Data;

25.46.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

25.46.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under this Contract;

25.46.5 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

25.46.6 becomes aware of a Data Loss Event.

25.47 The Processor's obligation to notify under Clause 25.46 (Data Protection –The Authority is the Controller and the Supplier is the Processor) shall include the provision of further information to the Controller in phases, as details become available.

25.48 Taking into account the nature of the Processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 25.46 (Data Protection –The Authority is the Controller and the Supplier is the Processor) (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:

25.48.1 the Controller with full details and copies of the complaint, communication or request;

25.48.2 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 the Data Protection Legislation;

25.48.3 the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;

25.48.4 assistance as requested by the Controller following any Data Loss Event;

25.48.5 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.

25.49 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with Clause 25.42 to Clause 25.55 (Data Protection –The Authority is the Controller and the Supplier is the Processor). This requirement does not apply where the Processor employs fewer than 250 staff, unless:

25.49.1 the Controller determines that the processing is not occasional;

25.49.2 the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or

25.49.3 the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

25.50 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.

25.51 Each Party shall designate its own data protection officer if required by the Data Protection Legislation.

25.52 Before allowing any Sub-processor to process any Personal Data related to this Contract, the Processor must:

25.52.1 notify the Controller in writing of the intended Sub-processor and processing;

25.52.2 obtain the written consent of the Controller;

25.52.3 enter into a written agreement with the Sub-processor which give effect to the terms set out in Clause 25.42 to Clause 25.55 (Data Protection –The Authority is the Controller and the Supplier is the Processor) such that they apply to the Sub-processor; and

25.52.4 provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.

25.53 The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.

25.54 The Controller may, at any time on not less than 30 Working Days' notice, revise Clause 25.42 to Clause 25.55 (Data Protection –The Authority is the Controller and the Supplier is the Processor) by replacing it with any applicable controller to processor standard clauses or similar terms forming

part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).

25.55 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Working Days' notice to the Processor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

26. PUBLICITY AND BRANDING

26.1 The Supplier shall not, without Approval (the decision of the Authority and/or the Authority Service Recipient to Approve or not shall not be unreasonably withheld or delayed):

26.1.1 make any press announcements or publicise this Contract in any way; or

26.1.2 use the Authority's and/or any Authority Service Recipient's name or brand in any promotion or marketing or announcement of orders,

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

H. LIABILITY AND INSURANCE

27. LIABILITY

Unlimited Liability

27.1 Neither Party excludes or limits it liability for:

27.1.1 death or personal injury caused by its negligence, or that of its employees, agents or Sub-Contractors (as applicable);

27.1.2 fraud or fraudulent misrepresentation by it or its employees;

27.1.3 breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

27.1.4 any liability to the extent it cannot be excluded or limited by Law.

For the avoidance of doubt, for the purpose of this Clause 27 (Liability), any reference to a "Party" or the "Parties" shall be interpreted as including any Authority Service Recipient.

27.2 The Supplier does not exclude or limit its liability in respect of the indemnity in Clauses 24.23 to 24.25 (IPR Indemnity), the indemnities in Clause 16.13.2 (Contract Charges and Payment – Income Tax and National Insurance Contributions), Clause 19.5 (Staff Transfer) and/or the indemnities in SCHEDULE 5 (Staff Transfer) and, in each case, whether before or after the making of a demand pursuant to the indemnity therein.

27.3 The Authority's and the Authority Service Recipient's (as applicable) liability in respect of the indemnities in SCHEDULE 5 (Staff Transfer) shall be unlimited.

Financial Limits

27.4 Subject to Clauses 27.1 to 27.3 (Unlimited Liability), and Clause 27.6 (Non-recoverable Losses):

27.4.1 the Supplier's aggregate liability in respect of loss of or damage to the Authority Premises or other property or assets of the Authority and/or any Authority Service Recipient (including technical infrastructure, assets or equipment but excluding any loss or damage to the Authority's Data or any other data) that is caused by Defaults of the Supplier occurring in each and any Contract Year shall in no event exceed £10,000,000;

27.4.2 the Supplier's aggregate liability in respect of:

27.4.2.1 loss or damage to Authority Data; and

27.4.2.2 breach of the Data Protection Legislation,

that is caused by any Default of the Supplier shall in no event exceed £10,000,000 in the aggregate during the Term; and

27.4.3 the Supplier's aggregate liability in respect of all other Losses incurred by the Authority and/or any Authority Service Recipient under or in connection with this Contract as a result of Defaults by the Supplier shall in no event exceed:

27.4.3.1 in relation to Defaults occurring in the first Contract Year, an amount equal to 150% of the Estimated Year 1 Contract Charges;

27.4.3.2 in relation to Defaults occurring during any subsequent Contract Year, an amount equal to 150% of the Contract Charges paid and/or due to be paid to the Supplier under this Contract in the Contract Year immediately preceding the occurrence of the Default; and

27.4.3.3 in relation to Defaults occurring after the end of the Term, an amount equal to 150% of the Contract Charges paid and/or due to be paid to the Supplier in the 12 month period immediately prior to the last day of the Term,

provided that where any Losses referred to this Clause 27.4.3 have been incurred by the Authority and/or any Authority Service Recipient as a result of the Supplier's abandonment of this Contract or the Supplier's wilful default, wilful breach of a fundamental term of this Contract or wilful repudiatory breach of this Contract, the references in this Clause 27.4.3 to 150% shall be deemed to be references to 200%.

27.5 Subject to Clauses 27.1 and 27.3 (Unlimited Liability) and Clause 27.6 (Non-recoverable Losses) and without prejudice to its obligation to pay the undisputed Contract Charges as and when they fall due for payment, the Authority's (which for the avoidance of doubt, includes all Authority Service Recipient's) total aggregate liability in respect of all Losses incurred by the Supplier under or in connection with this Contract as a result of Authority Causes shall in no event exceed:

27.5.1 in relation to Authority Causes occurring in the first Contract Year, an amount equal to the Estimated Year 1 Contract Charges;

27.5.2 in relation to Authority Causes occurring during any subsequent Contract Year, an amount equal to the total Contract Charges paid and/or due to be paid under this Contract in the Contract Year immediately preceding the occurrence of the Authority Cause; and

27.5.3 in relation to Authority Causes occurring after the end of the Term, an amount equal to the total Contract Charges paid and/or due to be paid to the Supplier in the 12 month period immediately prior to the last day of the Term.

Non-recoverable Losses

27.6 Subject to Clause 27.1 to 27.3 (Unlimited Liability) and 27.7 (Recoverable Losses), neither Party shall be liable to the other Party for any:

27.6.1 indirect, special or consequential Loss;

27.6.2 loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).

Recoverable Losses

27.7 Subject to Clause 27.4 and 27.5 (Financial Limits), and notwithstanding Clause 27.6 (Non-recoverable Losses), the Supplier acknowledges that the Authority and/or any Authority Service Recipient may, amongst other things, recover from the Supplier the following Losses incurred by the Authority and/or any Authority Service Recipient to the extent that they arise as a result of a Default by the Supplier:

27.7.1 any additional operational and/or administrative costs and expenses incurred by the Authority and/or any Authority Service Recipient, including costs relating to time spent by or on behalf of the Authority and/or any Authority Service Recipient in dealing with the consequences of the Default;

27.7.2 any wasted expenditure or charges;

27.7.3 the additional cost of procuring Replacement Services for the remainder of the Contract Period, which shall include any incremental costs associated with such Replacement Services above those which would have been payable under this Contract;

27.7.4 any compensation or interest paid to a third party by the Authority and/or any Authority Service Recipient; and

27.7.5 any fine or penalty incurred by the Authority and/or any Authority Service Recipient pursuant to Law and any costs incurred by the Authority and/or any Authority Service Recipient in defending any proceedings which result in the occurrence of such fine or penalty.

Miscellaneous

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

27.9 Subject to any rights of the Authority and/or the Authority Service Recipients under this Contract (including in respect of an IPR Claim), any claims by a third party where an indemnity is sought by that third party from a Party to this Contract shall be dealt with in accordance with the provisions of SCHEDULE 12 (Conduct of Claims).

28. INSURANCE

28.1 Notwithstanding any benefit to the Authority or any Authority Service Recipient of the policy or policies of insurance referred to in this Clause 28 (Insurance) of the Contract, the Supplier shall effect and maintain such further policy or policies of insurance or extensions to such existing policy or policies of insurance procured under the Contract in respect of all risks which may be incurred by the Supplier arising out of its performance of its obligations under this Contract.

28.2 Without limitation to the generality of Clause 28.1 (Insurance) the Supplier shall ensure that it maintains the following policies of insurance:

28.2.1 Public Liability Insurance: £10,000,000 per claim (minimum of £10,000,000 each and every claim);

28.2.2 Employers' Liability Insurance: £10,000,000 per claim (minimum of £10,000,000 each and every claim);

28.2.3 Professional Indemnity Insurance: limit of indemnity of £2,000,000 (minimum of £2,000,000 for any one claim and in the aggregate); and

28.2.4 Cyber Liability Insurance:

28.2.4.1 Subject to Clauses 28.2.4.2 (Insurance) and 28.2.4.3 (Insurance) below, £5,000,000 per claim (minimum of £5,000,000 each and every claim).

28.2.4.2 The Authority may review the minimum level of Cyber Liability Insurance cover required three (3) months after the Contract Commencement Date and every three (3) months thereafter. Following such a review, the Authority may (in its sole discretion), on written notice, increase the level of Cyber Liability Insurance cover required up to £10,000,000 per claim (minimum of £10,000,000 each and every claim).

28.2.4.3 If the Authority notifies the Supplier that it requires a higher level of Cyber Liability Insurance cover, the Supplier shall procure and maintain Cyber Liability Insurance at the required amount within 10 (ten) Working Days of such notice.

28.3 The Supplier shall either:

28.3.1 effect and maintain the policy or policies of insurance referred to in Clause 28.2 (Insurance); or

28.3.2 ensure that the policy or policies referred to in Clause 28.2 (Insurance) are written on a 'claims occurring' basis and that such policy or policies will cover any claim made by the Authority against

the Supplier,

for a period of six (6) years after the Contract Expiry Date.

28.4 The insurance policies referred to in Clause 28.2 (Insurance) shall be maintained in accordance with Good Industry Practice and (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time.

28.5 The insurances policies referred to in Clause 28.2 (Insurance) shall be taken out and maintained with insurers who are:

28.5.1 of good financial standing;

28.5.2 appropriately regulated;

28.5.3 regulated by the applicable regulatory body and are in good standing with that regulator; and

28.5.4 of good repute in the international insurance market.

28.6 The Supplier shall ensure that the public liability policy referred to in Clause 28.2.1 (Insurance) shall contain an indemnity to principals clause under which the Authority and/or the relevant Authority Service Recipients shall be indemnified in respect of claims made against the Authority and/or the relevant Authority Service Recipients in respect of death or bodily injury or third party property damage arising out of or in connection with the Contract and for which the Supplier is legally liable.

28.7 The Supplier shall give the Authority, on request, copies of all insurance policies referred to in Clause 28.2 (Insurance) or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

28.8 Without limiting the other provisions of this Contract, the Supplier shall:

28.8.1 take or procure the taking of all reasonable risk management and risk control measures in relation to the Services as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers; and

28.8.2 promptly notify the insurers in writing of any relevant material fact under any insurance policies of which the Supplier is or becomes aware.

28.9 If, for whatever reason, the Supplier fails to give effect to and maintain the insurance policies required under this Clause 28 (Insurance), the Authority may make alternative arrangements to protect its interests and may recover the premium and other costs of such arrangements as a debt due from the Supplier.

28.10 The provisions of any insurance or the amount of cover shall not relieve the Supplier of any liability under this Contract. It shall be the responsibility of the Supplier to determine the amount of insurance cover that will be adequate to enable the Supplier to satisfy any liability in relation to the performance of its

obligations under this Contract.

28.11 The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Authority (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 insurance, or any cover or claim under any insurance in whole or in part.

28.12 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Services and/or this Contract for which it may be entitled to claim under any of the insurance policies listed in Clause 28.2 (Insurance). In the event that the Authority and/or any Authority Service Recipient receives a claim relating to or arising out of the Services and/or this Contract, the Supplier shall co-operate with the Authority and/or the Authority Service Recipient and assist it in dealing with such claims at its own expense including without limitation providing information and documentation in a timely manner.

28.13 The Supplier shall maintain a register of all claims under any of the insurance policies listed in Clause 28.2 (Insurance) in connection with this Contract and shall allow the Authority to review such register at any time.

28.14 Where any of the insurance policies listed in Clause 28.2 (Insurance) requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.

28.15 Where any of the insurance policies listed in Clause 28.2 (Insurance) is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Authority and/or any Authority Service Recipient any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

I. REMEDIES AND RELIEF

29. AUTHORITY REMEDIES FOR DEFAULT

Remedies

29.1 Without prejudice to any other right or remedy of the Authority or any Authority Service Recipient howsoever arising, if the Supplier commits any Default of this Contract then the Authority may (whether or not any part of the Services have been delivered) do any of the following:

29.1.1 at the Authority's or the relevant Authority Service Recipient's option, give the Supplier the opportunity (at the Supplier's expense) to remedy the Default together with any damage resulting from such Default (where such Default is capable of remedy) or to supply Replacement Services and carry out any other necessary work to ensure that the terms of this Contract are fulfilled, in accordance with the Authority's or the relevant Authority Service Recipient's instructions;

29.1.2 carry out, at the Supplier's expense, any work necessary to make the provision of the Services comply with this Contract;

29.1.3 if the Default is a material Default that is capable of remedy (and for these purposes a material Default may be a single material Default or a number of Defaults or repeated Defaults - whether of the same or different obligations and regardless of whether such Defaults are remedied - which taken together constitute a material Default):

29.1.3.1 instruct the Supplier to comply with the Rectification Plan Process;

29.1.3.2 suspend this Contract (whereupon the relevant provisions of Clause 35 (Partial Termination, Suspension and Partial Suspension) shall apply) and step-in to itself supply or procure a third party to supply (in whole or in part) the Services;

29.1.3.3 without terminating or suspending the whole of this Contract, terminate or suspend this Contract in respect of part of the provision of the Services only (whereupon the relevant provisions of Clause 35 (Partial Termination, Suspension and Partial Suspension) shall apply) and step-in to itself supply or procure a third party to supply (in whole or in part) such part of the Services;

29.2 Where the Authority exercises any of its step-in rights under Clauses 29.1.3.2 or 29.1.3.3 (Remedies), the Authority shall have the right to charge the Supplier for and the Supplier shall on demand pay any costs reasonably incurred by the Authority or any Authority Service Recipient (including any reasonable administration costs) in respect of the supply of any part of the Services by the Authority or a third party and provided that the Authority uses its reasonable endeavours to mitigate any additional expenditure in obtaining Replacement Services.

Rectification Plan Process

29.3 Where the Authority has instructed the Supplier to comply with the Rectification Plan Process pursuant to Clause 29.1.3.1 (Remedies):

29.3.1 the Supplier shall submit a draft Rectification Plan to the Authority and/or the Authority Service Recipient for it to review as soon as possible and in any event within 10 (ten) Working Days (or such other period as may be agreed between the Parties) from the date of Authority's instructions. The Supplier shall submit a draft Rectification Plan even if the Supplier disputes that it is responsible for the Default giving rise to the Authority's request for a draft Rectification Plan.

29.3.2 the draft Rectification Plan shall set out:

29.3.2.1 full details of the Default that has occurred, including a cause analysis;

29.3.2.2 the actual or anticipated effect of the Default; and

29.3.2.3 the steps which the Supplier proposes to take to rectify

the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable).

29.4 The Supplier shall promptly provide to the Authority and/or the Authority Service Recipient any further documentation that the Authority and/or the Authority Service Recipient requires to assess the Supplier's root cause analysis. If the Parties do not agree on the root cause set out in the draft Rectification Plan, either Party may refer the matter to be determined by an expert in accordance with Paragraph 5 of Contract SCHEDULE 6.3 (Dispute Resolution Procedure).

29.5 The Authority may reject the draft Rectification Plan by notice to the Supplier if, acting reasonably, it considers that the draft Rectification Plan is inadequate, for example because the draft Rectification Plan:

29.5.1 is insufficiently detailed to be capable of proper evaluation;

29.5.2 will take too long to complete;

29.5.3 will not prevent reoccurrence of the Default; and/or

29.5.4 will rectify the Default but in a manner which is unacceptable to the Authority.

29.6 The Authority shall notify the Supplier whether it consents to the draft Rectification Plan as soon as reasonably practicable. If the Authority rejects the draft Rectification Plan, the Authority shall give reasons for its decision and the Supplier shall take the reasons into account in the preparation of a revised Rectification Plan. The Supplier shall submit the revised draft of the Rectification Plan to the Authority and/or the Authority Service Recipient for review within five (5) Working Days (or such other period as agreed between the Parties) of the Authority's notice rejecting the first draft.

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

30. SUPPLIER RELIEF DUE TO AUTHORITY CAUSE

30.1 If the Supplier has failed to:

30.1.1 provide the Services in accordance with the Key Performance Indicators; or

30.1.2 comply with its obligations under this Contract,

(each a "**Supplier Non-Performance**"), and can demonstrate that the Supplier Non-Performance would not have occurred but for an Authority Cause, then (subject to the Supplier fulfilling its obligations in Clause 13 (Supplier Notification of Authority Cause)):

30.1.2.1 the Supplier shall not be treated as being in breach of this Contract to the extent the Supplier can demonstrate that the Supplier Non-Performance was caused by the Authority Cause;

30.1.2.2 the Authority shall not be entitled to exercise any rights that may arise as a result of that Supplier

Non-Performance to terminate this Contract pursuant to Clause 32 (Authority Termination Rights) except Clause 32.9 (Authority Termination Without Cause);

30.2 Where the Supplier Non-Performance constitutes a KPI Failure, the Supplier shall be entitled to invoice for the Contract Charges for the provision of the relevant Services affected by the Authority Cause, in each case, to the extent that the Supplier can demonstrate that the KPI Failure was caused by the Authority Cause.

30.3 In order to claim any of the rights and/or relief referred to in Clauses 30.1 and 30.2 (Supplier Relief due to Authority Cause), the Supplier shall:

30.3.1 comply with its obligations under Clause 13 (Supplier Notification of Authority Cause); and

30.3.2 as soon as reasonably practicable and in any event within ten (10) Working Days of becoming aware that an Authority Cause has caused, or is likely to cause, a Supplier Non-Performance, give the Authority notice (a "**Relief Notice**") setting out details of:

30.3.2.1 the Supplier Non-Performance;

30.3.2.2 the Authority Cause and its effect on the Supplier's ability to meet its obligations under this Contract; and

30.3.2.3 the relief claimed by the Supplier.

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

30.5 The Supplier shall use all reasonable endeavours to eliminate or mitigate the consequences and impact of an Authority Cause, including any Losses that the Supplier may incur and the duration and consequences of any delay or anticipated delay.

30.6 Without prejudice to Clause 9.12 (Continuing Obligation to Provide the Services) if a Dispute arises as to:

30.6.1 whether a Supplier Non-Performance would not have occurred but for an Authority Cause; and/or

30.6.2 the nature and/or extent of the relief claimed by the Supplier,

either Party may refer the Dispute to the Dispute Resolution Procedure. Pending the resolution of the Dispute both Parties shall continue to resolve the causes of, and mitigate the effects of, the Supplier Non-Performance.

31. FORCE MAJEURE AND BUSINESS CONTINUITY

Business Continuity

31.1 Within one (1) month from the Contract Commencement Date, the Supplier will ensure that it has put in place a Business Continuity Plan. The Supplier

will use all reasonable endeavours to ensure its Business Continuity Plan operates effectively (alongside the Authority or the relevant Authority Service Recipient's business continuity plan, where relevant) to ensure the continued provision of the Services.

31.2 The Supplier shall test its Business Continuity Plan at reasonable intervals, and in any event no less than once every 12 months or such other period as may be agreed between the Parties taking into account the criticality of this Contract to the Authority and the Authority Service Recipients and the size and scope of the Supplier's business operations. The Supplier shall promptly provide to the Authority or the Authority Service Recipient (as relevant), at Authority's or the Authority Service Recipient's (as relevant) written request, copies of its Business Continuity Plan, reasonable and proportionate documentary evidence that the Supplier tests its Business Continuity Plan in accordance with the requirements of this Clause 31.2 and reasonable and proportionate information regarding the outcome of such tests. The Supplier shall provide to Authority or the Authority Service Recipient (as relevant) a copy of any updated or revised Business Continuity Plan within 14 Working Days of any material update or revision to the Business Continuity Plan.

31.3 Should a Business Continuity Event occur at any time, the Supplier shall implement and comply with its Business Continuity Plan and provide regular written reports to Authority or the Authority Service Recipient (as relevant) on such implementation.

Force Majeure Event

31.4 Subject to the remainder of Clause 31 (Force Majeure and Business Continuity), a Party may claim relief under Clause 31 (Force Majeure and Business Continuity) from liability for failure to meet its obligations under this Contract for as long as and only to the extent that the performance of those obligations is directly affected by a Force Majeure Event. Any failure or delay by the Supplier in performing its obligations under this Contract which results from a failure or delay by an agent, Sub-Contractor or supplier shall be regarded as due to a Force Majeure Event only if that agent, Sub-Contractor or supplier is itself impeded by a Force Majeure Event from complying with an obligation to the Supplier.

31.5 The Affected Party shall as soon as reasonably practicable issue a Force Majeure Notice, which shall include details of the Force Majeure Event, its effect on the obligations of the Affected Party and any action the Affected Party proposes to take to mitigate its effect.

31.6 If the Supplier is the Affected Party, it shall not be entitled to claim relief under this Clause 31 (Force Majeure and Business Continuity) to the extent that consequences of the relevant Force Majeure Event:

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

31.6.2 should have been foreseen and prevented or avoided by a prudent provider of services similar to the Services, operating to the standards required by this Contract.

31.7 Subject to Clause 31.8 (Force Majeure and Business Continuity), as soon as practicable after the Affected Party issues the Force Majeure Notice, and at regular intervals thereafter, the Parties shall consult in good faith and use

reasonable endeavours to agree any steps to be taken and an appropriate timetable in which those steps should be taken, to enable continued provision of the Services affected by the Force Majeure Event.

31.8 The Parties shall at all times following the occurrence of a Force Majeure Event and during its subsistence use their respective reasonable endeavours to prevent and mitigate the effects of the Force Majeure Event. Where the Supplier is the Affected Party, it shall take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event.

31.9 Where, as a result of a Force Majeure Event, an Affected Party fails to perform its obligations in accordance with this Contract, then during the continuance of the Force Majeure Event:

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

31.9.2 the Supplier shall not be liable for any Default and the Authority and/or any Authority Service Recipient shall not be liable for any Authority Cause arising as a result of such failure;

31.10 Where, as a result of a Force Majeure Event the Supplier fails to perform its obligations in accordance with this Contract:

31.10.1 the Authority shall not be entitled during the continuance of the Force Majeure Event to exercise its step-in rights under Clause 29.1.2 and 29.1.3 (Authority Remedies for Default) as a result of such failure; and

31.10.2 the Supplier shall be entitled to receive payment of the Contract Charges (or a proportional payment of them) only to the extent that the Services (or part of the Services) continue to be provided in accordance with the terms of this Contract during the occurrence of the Force Majeure Event.

31.11 The Affected Party shall notify the other Party as soon as practicable after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with its obligations under this Contract.

31.12 Relief from liability for the Affected Party under Clause 31 (Force Majeure and Business Continuity) shall end as soon as the Force Majeure Event no longer causes the Affected Party to be unable to comply with its obligations under this Contract and shall not be dependent on the serving of notice under Clause 31.11 (Force Majeure and Business Continuity).

J. TERMINATION AND EXIT MANAGEMENT

32. AUTHORITY TERMINATION RIGHTS

Termination on Material Default

32.1 The Authority may terminate this Contract for material Default by issuing a Termination Notice to the Supplier where:

32.1.1 the representation and warranty given by the Supplier pursuant to Clause 5 (Representations and Warranties) is materially untrue or misleading, and the Supplier fails to provide details of proposed mitigating factors which in the reasonable opinion of the Authority are acceptable;

32.1.2 as a result of any Defaults, the Authority and/or any Authority Service Recipient incurs Losses in any Contract Year which exceed 80% of the value of the Supplier's aggregate annual liability limit for that Contract Year as set out in Clause 27.4.3 (Financial Limits);

32.1.3 the Authority expressly reserves the right to terminate this Contract for material Default, including pursuant to any of the following Clauses: Clause 12.4 (Disruption), Clause 14 (Contract Management Records, Audit Access and Open Book Data), Clause 17 (Promoting Tax Compliance), Clause 25.18 (Confidentiality), Clause 41.6.2 (Prevention of Fraud and Bribery), Paragraph 1.2.4 of the Annex to Part A and Paragraph 1.2.4 of the Annex to Part B of Contract SCHEDULE 5 (Staff Transfer);

32.1.4 the Supplier commits any material Default of this Contract which is not, in the reasonable opinion of the Authority, capable of remedy;

32.1.5 the Supplier commits a Default, including a material Default, which in the opinion of the Authority is remediable but has not remedied such Default to the satisfaction of the Authority in accordance with the Rectification Plan Process;

32.1.6 the Supplier has been struck off the current and in force ESFA register or where Clause 5.3.2 (Representations and Warranties) applied; and/or

32.1.7 a Critical Performance Failure occurs.

32.2 For the purpose of Clause 32.1 (Authority Termination Rights – Termination on Material Default), a material Default may be a single material Default or a number of Defaults or repeated Defaults (whether of the same or different obligations and regardless of whether such Defaults are remedied) which taken together constitute a material Default.

Termination in Relation to Financial Standing

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

32.3.1 adversely impacts on the Supplier's ability to supply the Services under this Contract ; or

32.3.2 could reasonably be expected to have an adverse impact on the Supplier's ability to supply the Services under this Contract.

Termination on Insolvency

32.4 The Authority may terminate this Contract by issuing a Termination Notice to the Supplier where an Insolvency Event affecting the Supplier occurs.

Termination on Change of Control

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

32.6 The Supplier shall ensure that any notification made pursuant to Clause 32.5 (Authority Termination Rights – Termination on Change of Control) shall set out full details of the Change of Control including the circumstances suggesting and/or explaining the Change of Control.

32.7 The Authority may terminate this Contract by issuing a Termination Notice to the Supplier within six (6) Months of:

32.7.1 being notified in writing that a Change of Control is anticipated or in contemplation or has occurred; or

32.7.2 where no notification has been made, the date that the Authority becomes aware that a Change of Control is anticipated or is in contemplation or has occurred, but shall not be permitted to terminate where an Approval was granted prior to the Change of Control or where the Change of Control did not proceed.

Termination for breach of Regulations

32.8 The Authority may terminate this Contract by issuing a Termination Notice to the Supplier on the occurrence of any of the statutory provisions contained in Regulation 73 (1) (a) to (c) of the Regulations.

Termination Without Cause

32.9 The Authority shall have the right to terminate this Contract at any time by issuing a Termination Notice to the Supplier for convenience at any time by giving at least ninety (90) Working Days written notice.

Termination of Services Request Forms

32.10 The Authority or any Authority Service Recipient shall have the right to terminate a Services Request Form:

32.10.1 at any time by giving the Supplier at least sixty (60) Working Days' notice in writing;

32.10.2 with immediate effect by giving written notice to the Supplier if the Supplier:

32.10.2.1 commits any material Default of the terms of the Services Request Form which is not, in the reasonable opinion of the Authority or the relevant Authority Service Recipient, capable of remedy; or

32.10.2.2 commits a Default, including a material Default, of any term of the Services Request Form which in the opinion of the Authority or the relevant Authority Service Recipient is remediable but has not remedied such Default to the satisfaction of the Authority in accordance with the Rectification Plan Process.

32.11 Where the Authority or any Authority Service Recipient has the right to terminate a Services Request Form, the Authority or the relevant Authority Service Recipient shall be entitled to terminate or suspend all or part of the relevant Services Request Form provided always that, if the Authority or the relevant Authority Service Recipient elects to terminate or suspend the relevant Services Request Form in part, the parts of the relevant Services Request Form not terminated or suspended can, in the Authority's or the relevant Authority Service Recipient's reasonable opinion, operate effectively to deliver the intended purpose of the surviving parts of relevant Services Request Form.

32.12 Any suspension of a Services Request Form under Clause 32.11 (Authority Termination Rights – Termination of Services Request Forms) shall be for such period as the Authority or the relevant Authority Service Recipient may specify and without prejudice to any right of termination which has already accrued, or subsequently accrues, to the Authority or the relevant Authority Service Recipient.

Termination for a Financial Distress Event

32.13 The Authority shall be entitled to terminate this Contract if:

32.13.1 the Supplier fails to notify the Authority of a Financial Distress Event in accordance with Clause 16.15 (Contract Charges and Payment – Financial Distress);

32.13.2 the Parties fail to agree a Financial Distress Remediation Plan (or any updated Financial Distress Remediation Plan) in accordance with Clause 16.18 to Clause 16.20 (Contract Charges and Payment – Financial Distress); and/or

32.13.3 the Supplier fails to comply with the terms of the Financial Distress Remediation Plan (or any updated Financial Distress Remediation Plan) in accordance with Clause 16.21.3 (Contract Charges and Payment – Financial Distress).

33. SUPPLIER TERMINATION RIGHTS

Termination on Authority Cause for Failure to Pay

33.1 The Supplier may, by issuing a Termination Notice to the Authority, terminate this Contract if the Authority or any Authority Service Recipient fails to pay an undisputed sum and/or directs ESFA not to pay an undisputed sum due to the Supplier under this Contract and the said undisputed sum due remains outstanding for forty (40) Working Days after the receipt by the Authority or the relevant Authority Service Recipient of a written notice of non-payment from the Supplier specifying:

33.1.1 the Authority's or the relevant Authority Service Recipient's failure to pay; and

33.1.2 the correct overdue and undisputed sum; and

33.1.3 the reasons why the undisputed sum is due; and

33.1.4 the requirement on the Authority or the relevant Authority Service Recipient to remedy the failure to pay;

33.2 If a Termination Notice is issued in accordance with Clause 33.1 (Supplier Termination Rights – Termination on Authority Cause for Failure to Pay) this Contract will terminate on the date specified in the Termination Notice (which shall not be less than twenty (20) Working Days from the date of the issue of the Termination Notice).

33.3 Termination rights under Clause 33.1 (Supplier Termination Rights – Termination on Authority Cause for Failure to Pay) shall not apply where the failure to pay is due to the Authority or the Authority Service Recipient exercising its right(s) of retention and/or set off or, for the avoidance of doubt, due to a Force Majeure Event.

33.4 The Supplier shall not suspend the supply of the Services for failure of the Authority or any Authority Service Recipient to pay undisputed sums of money (whether in whole or in part).

34. TERMINATION BY EITHER PARTY

34.1 Either Party may, by issuing a Termination Notice to the other Party, terminate this Contract in accordance with Clause 31.9.1 (Force Majeure and Business Continuity).

35. PARTIAL TERMINATION, SUSPENSION AND PARTIAL SUSPENSION

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

35.2 Any suspension of this Contract under Clause 35.1 (Partial Termination, Suspension and Partial Suspension) shall be for such period as the Authority may specify and without prejudice to any right of termination which has already accrued, or subsequently accrues, to the Authority.

36. CONSEQUENCES OF EXPIRY OR TERMINATION

36.1 Where the Authority:

36.1.1 terminates (in whole or in part) this Contract under any of Clauses 32.1 or 32.2 (Authority Termination Rights – Termination on Material Default) or Clause 32.3 (Authority Termination Rights – Termination in relation to Financial Standing); and

36.1.2 then makes other arrangements for the supply of the Services,

the Authority may recover from the Supplier the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Authority throughout the remainder of the Contract Period provided that Authority shall take all reasonable steps to mitigate such additional expenditure. No further payments shall be payable by the Authority to the Supplier until the Authority has established the final cost of making those other arrangements.

36.2 Where:

36.2.1 the Authority terminates (in whole or in part) this Contract under Clause 32.9 (Authority Termination Rights – Termination without

Cause); or

36.2.2 the Supplier terminates this Contract pursuant to Clause 33.1 (Supplier Termination Rights – Termination on Authority Cause for Failure to Pay),

the Authority shall indemnify the Supplier against any reasonable and proven Losses which would otherwise represent an unavoidable loss by the Supplier by reason of the termination of this Contract.

36.3 The Supplier shall take all reasonable steps to mitigate Losses identified in accordance with Clause 36.2 (Consequences of Expiry or Termination).

36.4 The Supplier shall submit a fully itemised and costed list of such Losses identified in accordance with supporting evidence including such further evidence as the Authority may require, reasonably and actually incurred by the Supplier.

36.5 The Authority shall not be liable under Clause 36.2 (Consequences of Expiry or Termination) to pay any sum which:

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

36.5.2 when added to any sums paid or due to the Supplier under this Contract, exceeds the total sum that would have been payable to the Supplier if this Contract had not been terminated.

36.6 Consequences of termination under Clause 34.1 (Termination by either Party): the costs of termination incurred by the Parties shall lie where they fall if either Party terminates or partially terminates this Contract for a continuing Force Majeure Event pursuant to Clause 34.1 (Termination by either Party).

36.7 Consequences of Termination for any reason; save as otherwise expressly provided in this Contract:

36.7.1 termination or expiry of this Contract shall be without prejudice to any rights, remedies or obligations accrued under this Contract prior to termination or expiration and nothing in this Contract shall prejudice the right of either Party to recover any amount outstanding at the time of such termination or expiry;

36.7.2 subject to Clause 36.8 (Consequences of Expiry or Termination), on the termination or expiry of this Contract, all existing Services Request Forms shall terminate automatically; and

36.7.3 termination of this Contract shall not affect the continuing rights, remedies or obligations of the Authority, the Authority Service Recipients (where applicable) or the Supplier under Clauses 14 (Contract Management Records, Audit Access and Open Book Data), Clause 24 (Intellectual Property Rights), Clauses 25.10 to 25.18 (Confidentiality), Clauses 25.19 to 25.27 (Transparency), Clause 25.28 and 25.29 (Freedom of Information), Clauses 25.30 to 25.55 (Data Protection), Clause 27 (Liability), this Clause 36 (Consequences of Expiry or Termination), Clause 42 (Severance),

Clause 44 (Entire Agreement), Clause 45 (Third Party Rights), Clause 47 (Dispute Resolution) and Clause 48 (Governing Law and Jurisdiction), and the provisions of Contract SCHEDULE 1 (Definitions), Contract SCHEDULE 3 (Contract Charges, Payment and Invoicing), Contract SCHEDULE 5 (Staff Transfer), Contract SCHEDULE 6.3 (Dispute Resolution Procedure) and, without limitation to the foregoing, any other provision of this Contract which expressly or by implication is to be performed or observed notwithstanding termination or expiry shall survive the Contract Expiry Date.

36.8 Notwithstanding the termination (for any reason) or expiry of this Contract , the Parties acknowledge and agree that the Supplier will be required to continue providing the Services in respect of all existing Apprentices engaged before the date of such termination or the Expiry Date, and shall continue receiving the Apprenticeship Levy for such Apprentices until the End Point Assessment completion date for each such Apprentice. For the avoidance of doubt, the Supplier shall not engage any new Apprentices after the date or termination or the Expiry Date.

K. MISCELLANEOUS AND GOVERNING LAW

37. COMPLIANCE

Health and Safety

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

37.1.1 all applicable Law regarding health and safety; and

37.1.2 the Authority's or the relevant Authority Service Recipient's health and safety policy (as provided to the Supplier from time to time) whilst at the Authority Premises.

37.2 Each Party shall promptly notify the other of as soon as possible of any health and safety incidents or material health and safety hazards at the Authority Premises of which it becomes aware and which relate to or arise in connection with the performance of this Contract

37.3 While on the Authority Premises, the Supplier shall comply with any health and safety measures implemented by the Authority or the relevant Authority Service Recipient in respect of Supplier Personnel and other persons working there and any instructions from the Authority or the relevant Authority Service Recipient on any necessary associated safety measures.

Equality and Diversity

37.4 The Supplier shall perform its obligations under this Contract (including those in relation to the provision of the Services) in accordance with:

37.4.1 all applicable equality Law (whether in relation to race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise); and

37.4.2 any other requirements and instructions which the Authority or any Authority Service Recipient reasonably imposes in connection with

any equality obligations imposed on the Authority or any Authority Service Recipient at any time under applicable equality Law;

37.5 The Supplier take all necessary steps, and inform the Authority of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or any successor organisations.

Official Secrets Act and Finance Act

37.6 The Supplier shall comply with the provisions of:

37.6.1 the Official Secrets Acts 1911 to 1989; and

37.6.2 section 182 of the Finance Act 1989.

Environmental Requirements

37.7 The Supplier shall, when working on the Sites, perform its obligations under this Contract in accordance with the Environmental Policy of the Authority or the relevant Authority Service Recipient.

37.8 The Authority or the relevant Authority Service Recipient shall provide a copy of its written Environmental Policy (if any) to the Supplier upon the Supplier's written request.

38. ASSIGNMENT AND NOVATION

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

38.2 The Authority may assign, novate or otherwise dispose of any or all of its rights, liabilities and obligations under this Contract or any part thereof to:

38.2.1 any other Contracting Authority; or

38.2.2 any other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Authority; or

38.2.3 any private sector body which substantially performs the functions of the Authority,

and the Supplier shall, at the Authority's request, enter into a novation agreement in such form as the Authority shall reasonably specify in order to enable the Authority to exercise its rights pursuant to this Clause 38.2.

38.3 A change in the legal status of the Authority or any shall not, subject to Clause 38.4 (Assignment and Novation) affect the validity of this Contract and this Contract shall be binding on any successor body to the Authority.

38.4 If the Authority assigns, novates or otherwise disposes of any of its rights, obligations or liabilities under this Contract to a private sector body in accordance with Clause 38.2.3 (Assignment and Novation) (the **"Transferee"** in the rest of this Clause 38.4) the right of termination of the Authority in Clause 32.4 (Authority Termination Rights – Termination on Insolvency) shall be available to the Supplier in the event of insolvency of the Transferee (as if

the references to Supplier in Clause 32.4 (Authority Termination Rights – Termination on Insolvency) and to Supplier or Contract Guarantor in the definition of Insolvency Event were references to the Transferee).

39. WAIVER AND CUMULATIVE REMEDIES

39.1 The rights and remedies under this Contract may be waived only by notice in accordance with Clause 46 (Notices) and in a manner that expressly states that a waiver is intended. A failure or delay by a Party in ascertaining or exercising a right or remedy provided under this Contract or by Law shall not constitute a waiver of that right or remedy, nor shall it prevent or restrict the further exercise of that right or remedy.

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

40. RELATIONSHIP OF THE PARTIES

40.1 Except as expressly provided otherwise in this Contract, nothing in this Contract, nor any actions taken by the Parties pursuant to this Contract, shall create a partnership, joint venture or relationship of employer and employee or principal and agent between the Parties, or authorise either Party to make representations or enter into any commitments for or on behalf of any other Party.

41. PREVENTION OF FRAUD AND BRIBERY

41.1 The Supplier represents and warrants that neither it, nor to the best of its knowledge any Supplier Personnel, have at any time prior to the Contract Commencement Date:

41.1.1 committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or

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

41.2 The Supplier shall not during the Contract Period:

41.2.1 commit a Prohibited Act; and/or

41.2.2 do or suffer anything to be done which would cause the Authority, any Authority Service Recipient or any of the Authority's or any Authority Service Recipient's employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.

41.3 The Supplier shall during the Contract Period:

41.3.1 establish, maintain and enforce, and require that its Sub-Contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited

Act;

41.3.2 keep appropriate records of its compliance with its obligations under Clause 41.3.1 (Prevention of Fraud and Bribery) and make such records available to the Authority on request;

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

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

41.4 The Supplier shall immediately notify the Authority in writing if it becomes aware of any breach of Clause 41.1 or 41.2 (Prevention of Fraud and Bribery), or has reason to believe that it has or any of the Supplier Personnel have:

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

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

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

41.5 If the Supplier makes a notification to the Authority pursuant to Clause 41.4 (Prevention of Fraud and Bribery), the Supplier shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to audit any books, records and/or any other relevant documentation in accordance with Clause 14 (Contract Management Records, Audit Access and Open Book Data).

41.6 If the Supplier breaches Clause 41.3 (Prevention of Fraud and Bribery), the Authority may by notice:

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

41.6.2 immediately terminate this Contract for material Default.

41.7 Any notice served by the Authority under Clause 41.4 (Prevention of Fraud and Bribery) shall specify the nature of the Prohibited Act, the identity of the

Party who the Authority believes has committed the Prohibited Act and the action that the Authority has elected to take (including, where relevant, the date on which this Contract shall terminate).

42. SEVERANCE

42.1 If any provision of this Contract (or part of any provision) is held to be void or otherwise unenforceable by any court of competent jurisdiction, such provision (or part) shall to the extent necessary to ensure that the remaining provisions of this Contract are not void or unenforceable be deemed to be deleted and the validity and/or enforceability of the remaining provisions of this Contract shall not be affected.

42.2 In the event that any deemed deletion under Clause 42.1 (Severance) is so fundamental as to prevent the accomplishment of the purpose of this Contract or materially alters the balance of risks and rewards in this Contract, either Party may give notice to the other Party requiring the Parties to commence good faith negotiations to amend this Contract so that, as amended, it is valid and enforceable, preserves the balance of risks and rewards in this Contract and, to the extent that is reasonably practicable, achieves the Parties' original commercial intention.

42.3 If the Parties are unable to resolve the Dispute arising under Clause 42.2 (Severance) within twenty (20) Working Days of the date of the notice given pursuant to Clause 42.2 (Severance), this Contract shall automatically terminate with immediate effect. The costs of termination incurred by the Parties shall lie where they fall if this Contract is terminated pursuant to this Clause 42.3.

43. FURTHER ASSURANCES

43.1 Each Party undertakes at the request of the other, and at the cost of the requesting Party to do all acts and execute all documents which may be necessary to give effect to the meaning of this Contract.

44. ENTIRE AGREEMENT

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

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

44.3 Nothing in Clause 44 (Entire Agreement) shall exclude any liability in respect of misrepresentations made fraudulently.

45. THIRD PARTY RIGHTS

45.1 The provisions of Paragraphs 2.1 and 2.6 of PART A, Paragraphs 2.1, 2.6, 3.1 and 3.3 of PART B, Paragraphs 2.1 and 2.3 of PART C and Paragraphs 1.4, 2.3 and 2.8 of PART D of Contract SCHEDULE 5 (Staff Transfer) (together "**Third Party Provisions**") confer benefits on persons named in such provisions other than the Parties (each such person a "**Named Person**") and are intended to be enforceable by such Named Persons by virtue of the

CRTPA.

45.2 For the avoidance of doubt, the terms of this Contract may be enforced by each Authority Service Recipient to the extent that any term of this Contract applies in that Authority Service Recipient's favour and, without prejudice to the foregoing, each Authority Service Recipient shall, by virtue of the CRTPA, have the right to enforce the obligations owed to, and indemnities given to, that Authority Service Recipient under the terms of this Contract.

45.3 Subject to Clause 45.1 and Clause 45.2 (Third Party Rights), a person who is not a Party to this Contract has no right under the CRTPA to enforce any term of this Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to the CRTPA.

45.4 Notwithstanding Clause 45.1 and Clause 45.2 (Third Party Rights), no Named Person or Authority Service Recipient (each a **"Third Party Beneficiary"**) may enforce, or take any step to enforce, any term of this Contract without the prior written consent of the Authority, which may, if given, be given on and subject to such terms as the Authority may determine.

45.5 Any amendments or modifications to this Contract may be made, and any rights created under Clause 45.1 (Third Party Rights) may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

46. NOTICES

46.1 Except as otherwise expressly provided within this Contract, any notices sent under this Contract must be in writing. For the purpose of Clause 46 (Notices), an e-mail is accepted as being "in writing".

46.2 Subject to Clause 46.3 (Notices), the following table sets out the method by which notices may be served under this Contract and the respective deemed time and proof of service:

Manner of delivery	**Deemed time of delivery**	**Proof of Service**
Email (Subject to Clauses 46.3 and 46.4)	9.00am on the first Working Day after sending	Dispatched as a pdf attachment to an e-mail to the correct e-mail address without any error message
Personal delivery	On delivery, provided delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the next Working Day	Properly addressed and delivered as evidenced by signature of a delivery receipt
Royal Mail Signed For™ 1st Class or other	At the time recorded by the delivery service, provided that delivery is between 9.00am	Properly addressed prepaid and delivered as evidenced by

prepaid, next Working Day service providing proof of delivery	and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the same Working Day (if delivery before 9.00am) or on the next Working Day (if after 5.00pm)	signature of a delivery receipt

46.3 The following notices may only be served as an attachment to an email if the original notice is then sent to the recipient by personal delivery or Royal Mail Signed For™ 1st Class or other prepaid in the manner set out in the table in Clause 46.2 (Notices):

46.3.1 any Termination Notice served in accordance with Clause 32 (Authority Termination Rights),

46.3.2 any notice in respect of:

46.3.2.1 partial termination, suspension or partial suspension (Clause 35 (Partial Termination, Suspension and Partial Suspension))

46.3.2.2 waiver (Clause 39 (Waiver and Cumulative Remedies))

46.3.2.3 Default or Authority Cause; and

46.3.2.4 Any Dispute Notice.

46.4 Failure to send any original notice by personal delivery or recorded delivery in accordance with Clause 46.3 (Notices) shall invalidate the service of the related e-mail transmission. The deemed time of delivery of such notice shall be the deemed time of delivery of the original notice sent by personal delivery or Royal Mail Signed For™ 1st Class delivery (as set out in the table in Clause 46.2 (Notices)) or, if earlier, the time of response or acknowledgement by the other Party to the email attaching the notice.

46.5 This Clause 46 (Notices) does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution (other than the service of a Dispute Notice under the Dispute Resolution Procedure).

46.6 For the purposes of this Clause 46 (Notices), the address and email address of each Party is as follows:

For the Authority:

Civil Service Apprenticeship Unit

Cabinet Office

redacted

For the Supplier:

Realise Learning and Employment Limited

redacted

46.7 For the purposes of this Clause 46 (Notices), the address and email address of each Authority Service Recipient shall be as specified in the Services Request Form.

47. DISPUTE RESOLUTION

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

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

48. GOVERNING LAW AND JURISDICTION

48.1 This Contract and any issues, Disputes or claims (whether contractual or non-contractual) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.

48.2 Subject to Clause 47 (Dispute Resolution) and Contract SCHEDULE 6.3 (Dispute Resolution Procedure) (including the Authority's right to refer the Dispute to arbitration), the Parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any Dispute or claim (whether contractual or non-contractual) that arises out of or in connection with this Contract or its subject matter or formation.

CONTRACT SCHEDULE : DEFINITIONs

1. In accordance with Clause 1.1 (Definitions), in this Contract including its Recitals the following expressions shall have the following meanings:

“Accounting Reference Date”	means in each year the date to which the Supplier prepares its annual audited financial statements;
"Acquired Rights Directive"	means the European Council Directive 77/187/EEC on the approximation of laws of European member states relating to the safeguarding of employees’ rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended or re-enacted from time to time;
“Additional Services”	means additional service requirements that relate, or are ancillary to the delivery of the Services including, but not limited to, those set out in the Statement of Requirement as may be requested by the Authority Service Recipients from time to time
"Affected Party"	means the party seeking to claim relief in respect of a Force Majeure;
"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 with, that body corporate from time to time;
“Apprentice”	shall have the meaning given to it in the Statement of Requirement;
“Apprenticeship Framework”	means the framework that sets out different pathways in order to achieve a qualification including specific qualifications and guided learning hours, and is used to assess an Apprentice throughout an Apprenticeship;
“Apprenticeship Levy”	shall have the meaning given to it in the Statement of Requirement;
"Approval"	means the prior written consent of the Authority or (where relevant) the Authority Service Recipient and "**Approve**" and "**Approved**" shall be construed accordingly;
"Approved Sub-Licensee"	means any of the following: a) a Central Government Body; b) any third party providing services to a Central Government Body; and/or c) any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Authority or, where relevant, any Authority Service Recipient;
"Auditor"	means: a) the Authority’s or, where relevant, any Authority Service Recipient’s internal and external auditors; b) the Authority’s or, where relevant, any Authority Service Recipient’s statutory or regulatory auditors;

c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;

d) HM Treasury or the Cabinet Office;

e) any party formally appointed by the Authority or, where relevant, any Authority Service Recipient to carry out audit or similar review functions; and

f) successors or assigns of any of the above;

"Authority Assets" means the Authority's or, where relevant, any Authority Service Recipient's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Authority or, where relevant, any Authority Service Recipient and which is or may be used in connection with the provision of the Services;

"Authority Background IPR" means:

a) IPRs owned by the Authority or, where relevant, any Authority Service Recipient before the Contract Commencement Date, including IPRs contained in any of the Authority's or, where relevant, any Authority Service Recipient's Know-How, documentation, software, processes and procedures;

b) IPRs created by the Authority or, where relevant, any Authority Service Recipient independently of this Contract; and/or

c) Crown Copyright which is not available to the Supplier otherwise than under this Contract;

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

"Authority Data" means:

a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any Authority's or, where relevant, any Authority Service Recipient's Confidential Information, and which:

(i) are supplied to the Supplier by or on behalf of the Authority or, where relevant, any Authority Service Recipient; or

(ii) the Supplier is required to generate, process, store or transmit pursuant to this Contract; or

b) any Personal Data for which the Authority or, where relevant, any Authority Service Recipient is the Data Controller;

"Authority means any premises owned, controlled or occupied by the

Premises"	Authority or an Authority Service Recipient which are made available for use by the Supplier or its Sub-Contractors for the provision of the Services (or any of them);
"Authority Property"	means the property, other than real property and IPR, including any equipment issued or made available to the Supplier by the Authority or an Authority Service Recipient in connection with this Contract;
"**Authority Service Recipient**"	each Civil Service departments (and any successor organisations) listed in Annex 1 of the Statement of Requirement which shall receive the Services by entering into a Services Request Form pursuant to the terms of this Contract;
"**Authority Service Recipient Systems**"	the Authority Service Recipients' computing environments (consisting of hardware, software, equipment, materials, and telecommunications networks) which interface with the Supplier System or which are necessary in order for the Authority Service Recipients to receive the Services;
"Authority System"	the Authority's or, where relevant, any Authority Service Recipient's, computing environment (consisting of hardware, software and telecommunications networks) which interfaces with the Supplier System or which is necessary in order for the Authority or, where relevant, any Authority Service Recipient, to receive the Services;
"Awarding Body"	means the body that formally recognises any given qualification;
"Beneficiary"	shall have the meaning given to it in Paragraph 1.1 of SCHEDULE 12 (Conduct of Claims);
"Board"	means the Supplier's board of directors;
"Board Confirmation"	means the written confirmation from the Board in accordance with Clause 14.10 (Contract Management, Records, Audit Access and Open Book Data);
"Business Continuity Event"	any event or issue that could impact on the operations of the Supplier and its ability to provide the Services including any Force Majeure Event;
"Business Continuity Plan"	the Supplier's business continuity plan which includes its plans for continuity of the provision of the Services during a Business Continuity Event;
"Cabinet Office Markets and Suppliers Team"	means the UK Government's team responsible for managing the relationship between government and its Strategic Suppliers, or any replacement or successor body carrying out the same function;
"Central Government Body"	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: a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);

	c) Non-Ministerial Department; or d) Executive Agency;
“Change in Law”	means any change in Law which impacts on the supply of the Services and performance of the Contract which comes into force after the Contract Commencement Date;
“Claim”	shall have the meaning given to it in Paragraph 1.2 of SCHEDULE 12 (Conduct of Claims);
"Contract "	means this contract between the Authority and the Supplier (entered into pursuant to the provisions of the Contract), which consists of the terms set out in the Services Request Form and the Contract Terms;
"Contract Charges"	means the prices (exclusive of any applicable VAT), payable to the Supplier by the Authority or, where relevant, any Authority Service Recipient under this Contract, as set out in Annex 1 of Contract SCHEDULE 3: ANNEX 1 (Contract Charges, Payment and Invoicing), for the full and proper performance by the Supplier of its obligations under this Contract but excluding, for the avoidance of doubt, the Apprenticeship Levy;
"Contract Commencement Date"	means 25 May 2022;
“Contract Expiry Date”	means the 23.59 hours on 24 May 2024**,** unless the Contract is extended in accordance with Clause 6.2 (Contract Period);
"Contract Period"	means the Initial Term plus any period of extension as described in Clause 6.2 (Contract Period);
"Contract Year"	means a consecutive period of twelve (12) months commencing on the Contract Commencement Date or each anniversary thereof;
"Contract Schedule"	means a schedule to this Contract;
"Contract Terms"	means the terms applicable to and set out in this Contract;
"Co-obligors"	shall have the meaning given to it in Clause 1 (Joint and Several Liability) of this Contract;
"Central Government Body"	means 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: a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or d) Executive Agency;
"Change of Control"	means any sale or other disposal of any legal, beneficial or equitable interest in any or all of the equity share capital of a corporation (the effect of which is to confer on any person (when aggregated with any interest(s) already held or

	controlled) the ability to control the exercise of 50% or more of the total voting rights exercisable at general meetings of that corporation on all, or substantially all, matters), provided that a Change in Control will be deemed not to have occurred if after any such sale or disposal the same entities directly or indirectly exercise the same degree of control over the relevant corporation);
"Commercially Sensitive Information"	means the Confidential Information listed in Contract SCHEDULE 9 (Transparency Reports and Commercially Sensitive Information) (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority or, where relevant, any Authority Service Recipient, would cause the Supplier significant commercial disadvantage or material financial loss;
"Comparable Supply"	means the supply of Services to another customer of the Supplier that are the same or similar to the Services;
"Confidential Information"	means, in the context of the Authority or an Authority Service Recipient: 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 Authority or, where relevant, any Authority Service Recipient (including all Authority or, where relevant, any Authority Service Recipient Background IPR and Project Specific IPR); b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Authority's or, where relevant, any Authority Service Recipient's attention or into the Authority's or, where relevant, any Authority Service Recipient's possession in connection with this Contract; and c) information derived from any of the above. In the context of the Supplier, means: a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Background IPR) trade secrets, Know-How, and/or personnel of the Supplier; 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 c) information derived from any of the above.
"Contract Guarantee"	means a deed of guarantee between the Contract Guarantor and the Authority, in favour of the Authority, in the form set out in SCHEDULE 13 (Contract Guarantee);

“Contract Guarantor”	means the Supplier’s Parent Company, or other person acceptable to the Authority (in its sole discretion), to give a Contract Guarantee;
"Contracting Authority"	means the Authority and any other bodies listed in the contract notice on Find a Tender;
“Contract Manager”	means for the Authority and for the Supplier the individuals specified in SCHEDULE 6.1 (Contract Management) or such other person notified by a Party to the other Party from time to time in accordance with Clause 14.1 (Contract Management Records, Audit Access and Open Book Data);
“Controller”	has the meaning given in the Data Protection Legislation;
"Conviction"	means other than for minor road traffic offences, any previous or pending prosecutions, convictions, cautions and binding over orders (including any spent convictions as contemplated by section 1(1) of the Rehabilitation of Offenders Act 1974 by virtue of the exemptions specified in Part II of Schedule 1 of the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975 (SI 1975/1023) or any replacement or amendment to that Order, or being placed on a list kept pursuant to section 1 of the Protection of Children Act 1999 or being placed on a list kept pursuant to the Safeguarding Vulnerable Groups Act 2006;
"Costs"	means the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Services: a) the cost to the Supplier or the Key Sub-Contractor (as the context requires), calculated per Man Day, of engaging the Supplier Personnel, including: i) base salary paid to the Supplier Personnel; ii) employer’s national insurance contributions; iii) pension contributions; iv) car allowances; v) any other contractual employment benefits; vi) staff training; vii) work place accommodation; viii) work place IT equipment and tools reasonably necessary to provide the Services (but not including items included within limb (b) below); and ix) reasonable recruitment costs, as agreed with the Authority; b) costs incurred in respect of those Supplier Assets which are detailed on the Registers and which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Authority or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;

	c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Services;
"CRTPA"	means the Contracts (Rights of Third Parties) Act 1999;
"Critical Performance Failure"	means: (a) from 1 July to 31 December in the first Contract Year, the Supplier accruing in aggregate 3 or more Service Points for each KPI that is reported on in any rolling period of 2 months; and (b) from 1 January in the second Contract Year and for the remainder of the Contract Period, the Supplier accruing in aggregate 3 or more Service Points for at least two-thirds of the KPIs that are reported on in any rolling period of 2 months;
"Critical Service Contract"	means the overall status of the Services provided under this Contract which the Authority considers should be classed as a critical service contract;
"Data Loss Event"	means any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
"Data Protection Impact Assessment"	means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
"Data Protection Legislation"	means all applicable data protection and privacy legislation in force from time to time in the UK including (i) the UK GDPR; (ii) the Data Protection Act 2018; and (iii) all other Applicable Laws in force from time to time which apply to a Party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications and (iv) (to the extent that it applies) the EU GDPR 2016/679);
"Data Protection Officer"	has the meaning given in the Data Protection Legislation;
"Data Subject"	has the meaning given in the Data Protection Legislation;
"Data Subject Request"	means 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;
"Default"	means any breach of the obligations of the Supplier (including but not limited to 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 Sub-Contractors or any Supplier Personnel 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 Authority or, where relevant, any Authority Service Recipient;
"Deliverable"	means an item or feature in the supply of the Services delivered or to be delivered by the Supplier at any other stage during the performance of this Contract;

"Disclosing Party"	has the meaning given to it in Clause 25.10 (Confidentiality);
"Dispute"	means any dispute, difference or question of interpretation arising out of or in connection with this Contract, including any dispute, difference or question of interpretation relating to the Services, failure to agree in accordance with the Variation Procedure or any matter where this Contract directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure;
"Dispute Notice"	means a written notice served by one Party on the other stating that the Party serving the notice believes that there is a Dispute;
"Dispute Resolution Procedure"	means the dispute resolution procedure set out in Contract SCHEDULE 6.3 (Dispute Resolution Procedure);
"Documentation"	means all documentation as: a) is required to be supplied by the Supplier to the Authority or, where relevant, any Authority Service Recipient under this Contract; b) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Authority or, where relevant, any Authority Service Recipient to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Services; c) is required by the Supplier in order to provide the Services; and/or d) has been or shall be generated for the purpose of providing the Services;
"DOTAS"	means 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 by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;
"Due Diligence Information"	means any information supplied to the Supplier by or on behalf of the Authority or, where relevant, any Authority Service Recipient prior to the Contract Commencement Date;
"Employee Liabilities"	means all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:

	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 Authority or the Replacement Supplier to a Transferring Supplier Employee which would have been payable by the Supplier or the Sub-Contractor if such payment should have been made prior to the Service Transfer Date; 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;
"Employment Regulations"	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the Acquired Rights Directive;
“End Point Assessment”	shall have the meaning given to it in the Statement of Requirement;
"Environmental Information Regulations” or “EIRs"	means the Environmental Information Regulations 2004, together with any guidance and/or codes of practice issued by the Information Commissioner or any Central Government Body in relation to such Regulations;
"Environmental Policy"	means to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Authority or, where relevant, any Authority Service Recipient;
“ESFA”	means the Education and Skills Funding Agency;
“Exit Plan”	means the exit plan described in Paragraph 5 of Contract SCHEDULE 10 (Exit Management);
"Expedited Dispute Timetable"	means the timetable set out in Paragraph 2.7 of Contract SCHEDULE 6.3 (Dispute Resolution Procedure);
“FDE Group”	means the Supplier, the Contract Guarantor and the Key Sub-contractors;
“Financial Distress Event”	means any of the following: a) an FDE Group entity issuing a profits warning to a stock

exchange or making any other public announcement, in each case about a material deterioration in its financial position or prospects;

b) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of an FDE Group entity;

c) an FDE Group entity committing a material breach of covenant to its lenders;

d) a Key Sub-contractor notifying the Authority that the Supplier has not satisfied any material sums properly due under a specified invoice and not subject to a genuine dispute; and/or

e) any of the following:

(i) commencement of any litigation against an 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;

(ii) non-payment by an FDE Group entity of any financial indebtedness;

(iii) any financial indebtedness of an FDE Group entity becoming due as a result of an event of default;

(iv) the cancellation or suspension of any financial indebtedness in respect of an FDE Group entity; or

(v) the external auditor of an FDE Group entity expressing a qualified opinion on, or including an emphasis of matter in, its opinion on the statutory accounts of that FDE Group entity;

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

“Financial Distress Remediation Plan” means a plan setting out how the Supplier will ensure the continued performance and delivery of the Services in accordance with this Contract in the event that a Financial Distress Event occurs;

"FOIA" means 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 any relevant Central Government Body in relation to such Act;

"Force Majeure Event" means any event, occurrence, circumstance, matter or cause affecting the performance by either the Authority or, where relevant, any Authority Service Recipient or the Supplier of its obligations arising from:

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;

b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;

c) acts of the Crown, local government or Regulatory Bodies;

d) fire, flood or any disaster; and

e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding:

(i) any industrial dispute relating to the Supplier, the Supplier Personnel (including any subsets of them) or any other failure in the Supplier or the Sub-Contractor's supply chain; and

(ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and

(iii) any failure of delay caused by a lack of funds;

"Force Majeure Notice" means a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;

Foreground IPRs means Intellectual Property Rights that arise or are obtained or developed by, or by a contractor on behalf of, either Party after the Contract Commencement Date in connection with and in the course of carrying out obligations under this Contract;

"Former Supplier" means a supplier supplying the Services to the Authority before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any sub-contractor of such supplier (or any sub-contractor of any such sub-contractor);

"General Anti-Abuse Rule" means

a) the legislation in Part 5 of the Finance Act 2013; and

b) any future legislation introduced into Parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions;

"General Change in Law" means a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;

"Good Industry Practice" means at any time the exercise of that degree of care, skill, diligence, prudence, efficiency, foresight and timeliness which would be reasonably expected at such time from a leading and expert supplier of services similar to the Services to a customer like the Authority, such supplier seeking to comply with its contractual obligations in full and complying with applicable Laws;

"Government" means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive 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 Procurement Card”	means 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"	means the principle explained in the CJEU Case C255/02 Halifax and others;
"HMRC"	means Her Majesty’s Revenue and Customs;
“Holding Company”	has the meaning given to it in section 1159 of the Companies Act 2006;
“Indemnified Person”	means the Authority, each Authority Service Recipient and each and every person to whom the Authority (or any direct or indirect sub-licensee of the Authority) sub-licenses, assigns or novates any Relevant IPRs or rights in Relevant IPRs in accordance with this Contract;
“Indemnifier”	shall have the meaning given to it in Paragraph 1.1 of SCHEDULE 12 (Conduct of Claims);
“Initial Term”	means the period of two (2) years from the Contract Commencement Date;
"Information"	means all information of whatever nature, however conveyed and in whatever form, including in writing, orally, by demonstration, electronically and in a tangible, visual or machine-readable medium (including CD-ROM, magnetic and digital form);
"Insolvency Event"	means, in respect of the Supplier or Contract Guarantor (as applicable): a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or b) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or c) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or e) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or

	f) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or g) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or h) where the Supplier or Contract Guarantor is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or i) any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction;
"Intellectual Property Rights" or "IPR"	means a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, designs, Know How, trade secrets and other rights in Confidential Information; b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and c) all other rights having equivalent or similar effect in any country or jurisdiction;
"IPR Claim"	means any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Services or as otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Authority or, where relevant, any Authority Service Recipient in the fulfilment of its obligations under this Contract;
"Key Performance Indicators" or "KPIs"	means the performance measurements and targets in respect of the Supplier's performance of the Contract set out in Paragraph 4 of SCHEDULE 2.2 (Performance Levels);
"KPI Failure"	a failure to meet the Target Performance Level in respect of a Key Performance Indicator;
"KPI Service Threshold"	shall be as set out against the relevant Key Performance Indicator in Table 1 and Table 2 of SCHEDULE 2.2 (Performance Levels);
"Key Sub-Contract"	means each Sub-Contract with a Key Sub-Contractor;
"Key Sub-Contractor"	means any Sub-Contractor: a) nominated as part of the Selection Questionnaire (SQ); b) which, in the opinion of the Authority, 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 Contract Charges forecast to be payable under this Contract;
"Know-How"	means all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Services but excluding know-how already in the other Party's possession before the Contract Commencement Date;
"Law"	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Sections 1A (2) or 1B (2) of European Union (Withdrawal) Act 2018, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements, including but not limited to ESFA rules and codes of conduct with which the Supplier is bound to comply;
"Learning Data"	means details of the learning and training undertaken by the Apprentice (including any information recorded in, by or through the Supplier Learning Management System), as may be more specifically detailed in the Statement of Requirement and any Services Request Form;
"LED"	means Law Enforcement Directive (*Directive (EU) 2016/680*);
"Losses"	means all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "**Loss**" shall be interpreted accordingly;
"MI Data"	means the management information data to be provided by the Supplier to the Authority or, where relevant, any Authority Service Recipient in relation to the Services and such data shall be provided in the form set out in Appendix B (Template MI Data Form) of SCHEDULE 2.2 (Performance Levels);
"Man Day"	means 7.5 Man Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;
"Man Hours"	means the hours spent by the Supplier Personnel properly working on the provision of the Services including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks;
"Material KPI Failure"	means a) a Serious KPI Failure; b) a Severe KPI Failure; or c) a failure by the Supplier to meet a KPI Service Threshold;
"Measurement Period"	means in relation to a Key Performance Indicator, the period over which the Supplier's performance is measured (for example, a Service Period if measured monthly or a 12 month period if measured annually);

"Month"	means a calendar month and "**monthly**" shall be interpreted accordingly;
“Named Person”	shall have the meaning given to it in Clause 45.1 (Third Party Rights);
“National Supplier”	means a supplier who is able to provide the Services to all Regions within a single Profession Area;
"Occasion of Tax Non-Compliance"	means: 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: (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; (ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under DOTAS or any equivalent. 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 Contract Commencement Date or to a civil penalty;
“OFSTED”	means the Office for Standards in Education, Children’s Services and Skills;
"Open Book Data "	means complete and accurate financial and non-financial information which is sufficient to enable the Authority or, where relevant, any Authority Service Recipient to verify the Contract Charges already paid or payable and Contract Charges forecast to be paid during the remainder of this Contract, including details and all assumptions relating to: a) the Supplier’s Costs broken down against each Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all goods and/or services; b) operating expenditure relating to the provision of the Services including an analysis showing: (i) the unit costs and quantity of any consumables and bought-in goods and/or services; (ii) manpower resources broken down into the number and grade/role of all Supplier Personnel (free of any contingency) together with a list of agreed rates against each manpower grade; (iii) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin;

c) Overheads;

d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Services;

e) the Supplier Profit achieved over the Contract Period and on an annual basis;

f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;

g) an explanation of the type and value of risk and contingencies associated with the provision of the Services, including the amount of money attributed to each risk and/or contingency; and

h) the actual Costs profile for each Service Period;

"Other Supplier"	means any supplier to the Authority or the Authority Service Recipients (other than the Supplier) which is notified to the Supplier from time to time and/or of which the Supplier should have been aware;
"Overhead"	means those amounts which are intended to recover a proportion of the Supplier's or the Key Sub-Contractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Personnel and accordingly included within limb (a) of the definition of "Costs";
"Parent Company"	means any company which is the ultimate Holding Company of the Supplier and which is either responsible directly or indirectly for the business activities of the Supplier or which is engaged by the same or similar business to the Supplier. The term "Holding or Parent Company" shall have the meaning ascribed by the Companies Act 2006 or any statutory re-enactment or amendment thereto;
"Personal Data"	has the meaning given in the Data Protection Legislation;
"Personal Data Breach"	has the meaning given in the Data Protection Legislation;
"Processing"	has the meaning given to it in the Data Protection Legislation but, for the purposes of this Contract, it shall include both manual and automatic processing and "**Process**" and "**Processed**" shall be interpreted accordingly;
"Processor"	take the meaning given in the Data Protection Legislation;
"Profession Area"	means one of the eight (8) profession areas delivered under the relevant profession lot as follows: Lot 1 Operational Delivery; Lot 2 Business Administration; Lot 3 HR; Lot 4 Finance; Lot 5 Commercial; Lot 6 Policy; Lot 7 Project Management; and Lot 8 Digital;
"Prohibited Act"	means any of the following: a) to directly or indirectly offer, promise or give any person

working for or engaged by the Authority or, where relevant, any Authority Service Recipient or other Contracting Authority or any other public body a financial or other advantage to:

(i) induce that person to perform improperly a relevant function or activity; or

(ii) reward that person for improper performance of a relevant function or activity;

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;

c) committing any offence:

(i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or

(ii) under legislation or common law concerning fraudulent acts; or

(iii) defrauding, attempting to defraud or conspiring to defraud the Authority or, where relevant, any Authority Service Recipient; or

(iv) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;

"Project Specific IPR" means:

a) Intellectual Property Rights in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Contract and updates and amendments of these items including (but not limited to) database schema; and/or

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; but shall not include the Supplier Background IPR;

"Quality Standards" means any:

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 SCHEDULE 2.1 (Statement of Requirement);

c) continued adherence to the relevant Institute for Apprenticeships industry standard. (www.instituteforapprenticeships.org/);

d) maintained ESFA registration and accreditation;

	e) standards agreed between the Parties from time to time; and f) relevant Government codes of practice and guidance applicable from time to time.
"Recipient"	has the meaning given to it in Clause 25.10 (Confidentiality);
"Rectification Plan"	means the rectification plan pursuant to the Rectification Plan Process, a template of which is included at Appendix A of SCHEDULE 2.2 (Performance Levels);
"Rectification Plan Process"	means the process set out in Clause 29.3 (Rectification Plan Process);
“Region”	means one of the regions listed in Paragraph 2 of SCHEDULE 2.1 (Statement of Requirement) and **“Regional”** shall be construed accordingly;
“Regional Supplier”	means a supplier who provides the Services in a specific Region within a single Profession Area;
"Registers"	has the meaning given to in Contract SCHEDULE 10 (Exit Management);
"Regulations"	means the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 and/or the Procurement (Scotland) Regulations 2016 (as the context requires) as amended from time to time;
"Relevant Conviction"	means a Conviction that is relevant to the nature of the Services to be provided;
"Relevant Requirements"	means all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010;
"Relevant Tax Authority"	means HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
"Relevant Transfer"	means a transfer of employment to which the Employment Regulations applies;
"Relevant Transfer Date"	means, in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place;
"Relief Notice"	has the meaning given to it in Clause 30.3.2 (Supplier Relief Due to Authority Cause);
"Replacement Services"	means any services which are substantially similar to any of the Services and which the Authority receives in substitution for any of the Services following the Contract Expiry Date, whether those services are provided by the Authority internally and/or by any third party;
"Replacement Sub-Contractor"	means a sub-contractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any sub-contractor of any such sub-contractor);
"Replacement Supplier"	means any third party provider of Replacement Services appointed by or at the direction of the Authority from time to time or where the Authority is providing Replacement

	Services for its own account, shall also include the Authority;
"Representative"	means for the Authority or the Authority Service Recipient and for the Supplier the individuals specified in each Services Request Form;
"Request for Information"	means a request for information or an apparent request relating to this Contract or the provision of the Services or an apparent request for such information under the FOIA or the EIRs;
"Request Recipient"	shall have the meaning given to it in Clause 25.37 (Data Protection – Parties acting as independent controllers of Personal Data);
"RoATP"	shall have the meaning given to it in Clause 3.1 (ESFA Rules and Guidance);
"Sector Skills Council"	means the body that defines skill needs and standards in an industry;
"Sensitive Claim"	shall have the meaning given to it in Paragraph 2.1 of SCHEDULE 12 (Conduct of Claims);
"Serious KPI Failure"	shall be as set out against the relevant Key Performance Indicator in Table 1 and Table 2 of SCHEDULE 2.2 (Performance Levels);
"Service Period"	a calendar month, save that: a) the first service period shall begin on the Contract Commencement Date and shall expire at the end of the calendar month in which the Contract Commencement Date falls; and b) the final service period shall commence on the first day of the calendar month of the Contract Expiry Date and shall end on the Contract Expiry Date;
"Service Points"	in relation to a KPI Failure, the points that are set out against the relevant Key Performance Indicator as set out in Table 3 of SCHEDULE 2.2 (Performance Levels);
"Service Transfer"	means any transfer of the Services (or any part of the Services), for whatever reason, from the Supplier or any Sub-Contractor to a Replacement Supplier or a Replacement Sub-Contractor;
"Service Transfer Date"	means the date of a Service Transfer;
"Services"	means the services to be provided by the Supplier to the Authority as referred to in the Statement of Requirement;
"Services Request Form"	means the form to be completed by the Authority or the Authority Service Recipient (as applicable) in accordance with the process set out in Clause 10 (Services Request Process) for the provision of Services by the Supplier to the Authority or the Authority Service Recipient. A template Services Request Form is included at Annex 1 of SCHEDULE 14: ANNEX 1 (Services Request Process);
"Severe KPI	shall be as set out against the relevant Key Performance

Failure”	Indicator in Table 1 and Table 2 of SCHEDULE 2.2 (Performance Levels);
"Sites"	means any premises (including the Authority 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;
"Software "	any software used by the Supplier for the purposes of providing the Services, including the Supplier Learning Management System (but excluding any software which is part of the Authority System;
"Specific Change in Law"	means a Change in Law that relates specifically to the business of the Authority and/or any Authority Service Recipient and which would not affect a Comparable Supply;
“Strategic Supplier”	means those suppliers to government listed at https://www.gov.uk/government/publications/strategic-suppliers;
"Staffing Information"	has the meaning give to it in Contract SCHEDULE 5 (Staff Transfer);
“Statement of Requirement”	means the specification for the Services, as more particularly described in SCHEDULE 2.1 (Statement of Requirement);
"Sub-Contract"	means any contract or agreement (or proposed contract or agreement), other than this Contract or the Contract, pursuant to which a third party: 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);
"Sub-Contractor"	means any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
“Sub-processor”	means any third Party appointed to process Personal Data on behalf of that Processor related to this Contract;
"Supplier Assets"	means all assets and rights used by the Supplier to provide the Services in accordance with this Contract but excluding the Authority Assets;
"Supplier Background IPR"	means a) Intellectual Property Rights owned by the Supplier before the Contract Commencement Date, for example those subsisting in the Supplier’s standard development tools, program components or standard code used in computer programming or in physical or electronic media containing the Supplier’s Know-How or generic business methodologies; and/or b) Intellectual Property Rights created by the Supplier independently of this Contract;

"Supplier Equipment"	means the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Authority or, where relevant, any Authority Service Recipient) in the performance of its obligations under this Contract;
Supplier Learning Management System	the software system used by the Supplier to record the learning and training undertaken by each Apprentice;
"Supplier Non-Performance"	has the meaning given to it in Clause 30.1 (Supplier Relief Due to Authority Cause);
"Supplier Personnel"	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Sub-Contractor engaged in the performance of the Supplier's obligations under this Contract;
"Supplier Profit"	means, in relation to a period, the difference between the total Contract Charges (in nominal cash flow terms) and total Costs (in nominal cash flow terms) for the relevant period;
"Supplier Profit Margin"	means, in relation to a period, the Supplier Profit for the relevant period divided by the total Contract Charges over the same period and expressed as a percentage;
"Supplier System"	means the information and communications technology system to be used by the Supplier in the provision of the Services, including the Supplier Equipment and Software (but excluding the Authority System);
"Target Performance Level"	the minimum level of performance for a KPI which is required by the Authority, as set out against the relevant KPIs in Table 1 and Table 2 of SCHEDULE 2.2 (Performance Levels);
"Termination Notice"	means a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Contract on a specified date and setting out the grounds for termination;
"Third Party IPR"	means Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Services;
"Transferring Authority Employees"	those employees of the Authority 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;
"Transferring Supplier Employees"	means those employees of the Supplier and/or the Supplier's Sub-Contractors to whom the Employment Regulations will apply on the Service Transfer Date;
"Transparency Information"	shall have the meaning given to it in Clause 25.19 (Transparency) of this Contract;

“Transparency Reports”	means those reports identified in Contract SCHEDULE 9 (Transparency Reports and Commercially Sensitive Information) from time to time;
“UK GDPR”	means the General Data Protection Regulation *(Regulation (EU) 2016/679)*, as incorporated into UK legislation by way of the European Union (Withdrawal Agreement) Act 2020 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2020;
"Undelivered Services"	has the meaning given to it in Clause 9.9 (Services);
"Valid Invoice"	means an invoice issued by the Supplier to the Authority or, where relevant, any Authority Service Recipient that complies with the invoicing procedure in Paragraph 5 (Invoicing Procedure) of Contract SCHEDULE 3 (Contract Charges, Payment and Invoicing);
"Variation"	has the meaning given to it in Clause 15.4 (Variation Process);
"Variation Form"	means the form set out in Contract SCHEDULE 11 (Variation Form);
"VAT"	value added tax as provided for in the Value Added Tax Act 1994;
“Worker”	means any one of the Supplier Personnel which the Authority or, where relevant, any Authority Service Recipient, 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; and
"Working Day"	means any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by Parties in this Contract.

CONTRACT SCHEDULE : SERVICES

GENERAL

1. The Supplier will provide the Services to the Authority or the Authority Service Recipient as detailed in the Services Request Form.

2. The Services are further detailed in SCHEDULE 2.1 (Statement of Requirement).

3. The Supplier will comply with SCHEDULE 2.2 (Performance Levels).

CONTRACT SCHEDULE 2.1: STATEMENT OF REQUIREMENT

1. The Parties acknowledge and agree that this Statement of Requirement consists of:

   1.1 the Authority's or (where applicable) the relevant Authority Service Recipient's requirements set out in Part A of this Statement of Requirement;

   1.2 any clarification to the Supplier's responses, proposals and/or method statements, as set out in Part B of this Statement of Requirement; and

   1.3 the Supplier's responses, proposals and/or method statements, as set out in Part C of this Statement of Requirement.

   For the avoidance of doubt, any conflict between the respective parts of the Statement of Requirements set out above shall be dealt with in accordance with Clauses 1.5 to 1.7 (Definitions and Interpretation) of this Contract.

Part A: Authority Requirements

Statement of Requirement

CSR/128 – The Civil Service Central Apprenticeship Training and Related Services Contract

DEFINITIONS

Additional Services	Shall have the meaning given to it in Schedule 1 of the Contract.
Apprentice	Means an individual undertaking an Apprenticeship.
Apprenticeship	An Apprenticeship is a job with an accompanying skills development programme. This includes the training and (where required) End Point Assessment for an employee as part of a job with an accompanying skills development programme.
Apprenticeship Contracts	A series of work-related, vocational and professional qualifications, with workplace and classroom based training.
The Civil Service Apprenticeship Unit (CSAU)	The Commercial team sit within the Cabinet Office and manage the centralised Apprenticeship training services contracts.
Apprenticeship Funding Rules	Means: a) insofar as they relate to Apprentices or Apprenticeships, any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Sections 1A (2) or 1B (2) of European Union (Withdrawal) Act 2018, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements; and b) the rules, codes of conduct and guidance of the Education and Skills Funding Agency including but not limited to the 'Apprenticeship funding rules' published by the Education and Skills Funding Agency (the current version as at the date of the Contract being the version updated on 30 July 2021), each as amended, extended, consolidated, re-enacted, replaced or updated from time to time.
Apprenticeship Levy	The Apprenticeship Levy is a levy on UK employers to fund new Apprenticeships. In England, control of Apprenticeship funding is put in the hands of employers through the Digital Apprenticeship Service. The Apprenticeship Levy is charged at a rate of 0.5% of an employer's pay bill. Each employer receives an allowance of £15,000 to offset against their Apprenticeship Levy payment.
Apprenticeship Standards	Each standard covers a specific occupation and sets out the core skills, knowledge and behaviours an Apprentice will need; they are developed by employer groups known as 'trailblazers' https://www.gov.uk/government/collections/apprenticeship-standards
Apprenticeship Standard Review	Means the periodic review and update of the Apprenticeship Standards carried out by the Institute for Apprenticeships and Technical Education (IfATE) and Education and Skills Funding Agency (ESFA).
The Civil Service Apprenticeship Unit (CSAU)	The team who sit within the Cabinet Office supported the development and implementation of the 2021/22 Civil Service Apprenticeship Strategy and future strategies. The team also

	works with Civil Service Departments, Professions Leads and wider stakeholders to deliver a number of measures and utilise their outputs to develop future aims and apprenticeship ambitions.
Authority	The Cabinet Office.
Awarding Bodies	Organisation recognised by one of the UK regulators Ofqual (for England)
Civil Service Department (employer)	The central government departments listed in Annex 1 who will be able to use the Contract for the delivery of apprenticeship training services to support their Apprentices.
Contract	Means an agreement which the Cabinet Office may conclude with a successful bidder for the provision of apprenticeship training services following the current procurement process.
Contract Manager	Shall have the meaning given to it in Schedule 1 (Definitions) of the Contract.
Contract Notice	Means the notice referred to in regulation 75 (1) (a) Public Contracts Regulations 2015.
Civil Service Learning (CSL)	Civil Service Learning provides learning and development for all civil servants.
Digital Apprenticeship Account (DAA)	The area in the Digital Apprenticeship Service where employers can manage their funding and Apprentices, view their account balance and plan their spending.
Digital Apprenticeship Service (DAS)	Has the meaning as set out in the Background section.
Education and Skills Funding Agency (ESFA)	ESFA is an executive agency, sponsored by the Department of Education, and is accountable for funding education and training for children, young people and adults.
End Point Assessment (EPA)	An End Point Assessment (EPA) is the final stage that an Apprentice must go through before they can complete their Apprenticeship.
Employer	Civil Service Departments
Freedom of Information (FOI) request	A request for recorded information held by public sector organisations.
Gateway	These are requirements set out in the assessment plan that must be met by the Apprentice prior to undertaking the End Point Assessment of the Apprenticeship Standard. They include the completion of English and Maths qualifications (where applicable) and completion of any on-programme mandatory qualifications (where applicable) along with satisfactory evidence (as determined by the Civil Service Department employer, in consultation with the Supplier) that the Apprentice has achieved the necessary knowledge, skills and behaviours set out in the standard.
Government Digital Service Standard 10	A set of criteria used by the public sector and the Government Digital Service to check whether a service is good enough for public use.
Government Security Classification Policy	A system for classifying sensitive government data in the United Kingdom.
Higher and Degree Apprenticeships	An Apprenticeship where the main learning is at level 4 or above (including higher education qualifications).

Higher Education Institutions	Any provider that is one or more of the following: a UK university; a higher education corporation; a designated institution.
Implementation Manager	The person appointed by the Suppler who shall be responsible for implementing all mandatory requirements of the Contract and any resultant Services Request Forms.
Individual Learning Plan	Outlines a programme of learning agreed between the relevant Civil Service Department (employer), Supplier and the Apprentice. Sets out how the Apprenticeship Standard or Contract will be achieved for each Apprentice. It outlines a programme of learning agreed between the Civil Service Department (employer), Supplier and the Apprentice.
Individual Learner Record or ILR	The primary means of data collection about further education and work-based learning in England. ILR data is collected from providers that are in receipt of funding from the ESFA.
Information, Advice and Guidance (IAG)	Means the plan and guidance for each Apprenticeship pathway, as set out in paragraph 12.5
The Institute for Apprenticeships and Technical Education (IfATE)	The Institute for Apprenticeships and Technical Education is an employer led crown Non Departmental Public Body that oversees the development, approval and publication of apprenticeship standards and assessment plans.
Mandatory Requirements	Mandatory Requirements are the minimum deliverables that a Supplier shall fulfil in their entirety in order to meet the requirements of this Contract.
National Security Vetting	A system that applies to all those people who by the course of their employment have access to sensitive Government assets.
Ofsted (Office for Standards in Education, Children's Services and Skills)	Ofsted is a non-ministerial department that inspect services providing education and skills for learners of all ages. Ofsted also inspect and regulate services that care for children and young people.
Parliamentary Questions (PQs)	A means used by Members of Parliament to ensure that the Government is accountable to the UK Parliament for its policies and actions and, through the Parliament, to the people. Questions are used by members on both sides of the House to ask, on behalf of the constituents they represent, a Minister about matters of concern relating to Government policy within a Minister's portfolio.
Profession Leads	The subject matter expert in each Civil Service Department (employer) for the Apprenticeship operating system for that particular department.
Quality Assurance Agency (QAA)	The independent body that checks on standards and quality in UK higher education.
Register of Apprentice end-point assessment organisations (EPAO)	The register of end-point assessment organisations, which shows the organisations that are approved to conduct the independent end point assessment (EPA) of apprentices.
Register of Apprenticeship Training Providers (RoATP)	The register of Apprenticeship Training Providers shows the organisations that are approved to deliver Apprenticeship training to employers using the Apprenticeship service.

Security Check (SC Clearance)	SC clearance determines that a person's character and personal circumstances are such that they can be trusted to work in a position that may involve access to 'secret' information.
Services Request Form	The form to be completed by a Civil Service Department (employer) which requires apprenticeship training services from the Supplier pursuant to the terms of the Contract.
Services	Means apprenticeship training services provided by the Supplier.
SPOC	Each Civil Service Department (employer) single point of contact.
Supplier	Means the Supplier with whom the Authority has concluded a Contract.
Supplier Learning Management System (LMS)	The software application system used by the Supplier for the administration, documentation, tracking, reporting and delivery of apprenticeship training programmes undertaken by each Apprentice.
Supplier System	Shall have the meaning given to it in Schedule 1 (Definitions) of the Contract.
United Kingdom (UK)	The United Kingdom, consisting of England, Northern Ireland, Scotland and Wales (including the Isles of Scilly and the Scottish Highlands and Islands).
Web Content Accessibility Guidelines	Defines how to make Web content more accessible to people with disabilities.

BACKGROUND

In May 2017, the system for the funding and procurement of apprenticeship training changed with the introduction of the Apprenticeship Levy. This requires public sector employers with a pay bill of over £3 million each year to make an investment into apprenticeships amounting to 0.5% of their annual pay bill.

A levy-paying employer accesses their levy fund through a Digital Apprenticeship Account (DAA) controlled by the ESFA. The DAA is hosted on a system known as the Digital Apprenticeship Service (DAS). Each levy-paying employer has a virtual account equivalent in value to its contribution, minus an amount equivalent to the notional contribution for its employees that live in Scotland, Wales and Northern Ireland, plus a Government top-up of 10%.

Funds in the DAA can only be used to cover the cost of apprenticeship training and end point assessment for apprenticeships undertaken in England. To access the funds, an employer will need to show, through the DAS, that it has a contract for the delivery of recognised apprenticeship training services by a registered provider. For these purposes, a registered provider is a training provider that appears on the ESFA's Register of Apprenticeship Training Providers (RoATP).

The administration and management of apprenticeship training and apprenticeship participation must be carried out in accordance with ESFA registration.

The current "Public Sector Apprenticeship Target" means that public bodies in England with 250 or more staff as of 31st March 2021 have a target to employ at least 2.3% of their staff as new apprentice starts over the period of 1 April 2021 to 31 March 2022.

However, Civil Service Departments (the employer) will ensure that they adhere to future targets as agreed with ESFA and future strategies of apprentice starts each year.

1. **INTRODUCTION**

1.1 The Cabinet Office (the Authority) is seeking to award contracts to certified Apprenticeship training providers to deliver national and regional coverage for the Apprenticeships training provision across England to Civil Service Departments (each an employer).

1.2 The Contracts are intended to offer each Civil Service Department (employer) flexibility in Apprenticeship learning. The use of the Contracts will be at the discretion of individual Civil Service Departments (employer), based on which particular programmes are most appropriate to meet their specific requirements.

1.3 Nothing herein is intended to create, nor shall it be construed as creating, any exclusive arrangement with a Supplier. The Contract shall not restrict each Civil Service Department (employer) from acquiring similar Services from other entities or sources.

1.4 No guarantee is given by the Authority in respect of the levels, or aggregate value, of the Services that the Civil Service Departments shall require the Supplier to provide during the Contract period (see paragraph 1.6 below). Any levels or aggregate values of Services referred to in the Annex 2 (Apprenticeship Standards Required) of this Statement of Requirement are indicative only and shall not be binding on the Authority.

1.5 The Authority reserves the right to amend the Contract, using the Variation process, in order to ensure compliance with new and updated Apprenticeship Standards and requirements that take effect during the term of the Contract. The Authority will agree such amendments with the Profession Lead and the CSAU, as part of the continuous improvement of the service offering. The CSAU is responsible for supporting the development and implementation of the 2021/22 Civil Service Apprenticeship strategy as well as the future strategy. The CSAU will work with each Civil Service Department (employer)'s Profession Lead and wider stakeholders to deliver a number of measures and utilise their outputs to develop future aims and apprenticeship ambitions.

1.6 Each Contract will be for an initial period of 24 months, with a unilateral option for the Authority to extend the term of the Contract for a period of up to two years (on the basis of two periods of 12 months) (i.e. the total possible duration of each Contract is a 2 +1+1 year contract) (see Clause 6 of the Contract).

2. THE REQUIREMENT

2.1 The Cabinet Office, as the CSAU, will manage each Contract on behalf of each Civil Service Department (employer). The Cabinet Office will work in collaboration with each Civil Service Department (employer) to create a managed contract that provides access to ESFA-registered apprenticeship training providers to provide training and apprenticeship training services that meet standards for England.

2.2 The CSAU is a centrally delivered support function for departments and suppliers for all aspects of Apprenticeship delivery as part of the Civil Service strategy. The CSAU team is made up of commercial experts embedded within the Cabinet Office and operate as part of the wider Government commercial organisation across the Civil Service alongside other commercial colleagues.

2.3 The Contract will be available for use by the Civil Service Departments

described in Annex 1 (Civil Service Departments) and any future successors to these organisations. Each Civil Service Department (employer) will have the right to request the provision of the Services from the Supplier by completing and submitting a Services Request Form in accordance with the process set out in Clause 10 of the Contract. The CSAU will be responsible for monitoring overall spend and usage by each Civil Service Department (employer) throughout the term of the Contract as part of the contact management process (described in further detail in Schedule 2.2 (Performance Levels)).

2.4 A review conducted by the CSAU on behalf of the Cabinet Office highlighted the need for a more flexible and varied contracting approach. The requirement has been split into lots, based on the various areas, as follows:

National Lots and Regional Sub-Lots

a) The Services have been divided firstly into eight (8) main national lots based on profession areas (the "**National Lots**") as listed below:

1. Lot 1 Operational Delivery
2. Lot 2 Business Administration
3. Lot 3 HR
4. Lot 4 Finance
5. Lot 5 Commercial
6. Lot 6 Policy
7. Lot 7 Project Management
8. Lot 8 Digital

b) Each profession area is also divided into eight (8) 'sub-lots' by region as set out below (the "**Regional Sub-Lots**") – for each of the above profession areas:

A. North East - Northumberland, Tyne and Wear, Durham
B. North West - Cumbria, Lancashire, Greater Manchester, Merseyside, Cheshire
C. Yorkshire and the Humber - North Yorkshire, West Yorkshire, East Riding, South Yorkshire
D. East Midlands - Derbyshire, Nottinghamshire, Lincolnshire, Leicestershire, Northamptonshire
E. West Midlands - Shropshire, Staffordshire, West Midlands, Warwickshire, Worcestershire, Herefordshire
F. East of England - Rutland, Cambridgeshire, Norfolk, Suffolk, Bedfordshire, Hertfordshire, Essex
G. South East - Oxfordshire, Buckinghamshire, Middlesex, London, Berkshire, Surrey, Kent, Hampshire, West Sussex, East Sussex, Isle of Wight
H. South West – Gloucestershire, Wiltshire, Somerset, Dorset, Devon, Cornwall, Isles of Scilly

Example: the Regional Sub-Lots for Operational Delivery (National Lot 1) shall be Regional Sub-Lot 1A; Regional Sub-Lot 1B etc, on the basis of the Regions above. The Regional Sub-Lots for Business Admin (National Lot 2) shall be named 2A; 2B; 2C etc.

c) The relevant "Region" is determined by the region in which the Apprentices' office is based but the Supplier notes that Apprentices

may spend time in other regions or outside England and should refer to Section 6 (Locations) below.

2.5 Further details of the Apprenticeship Standards which the Supplier must meet for each lot are set out in Annex 2 (Apprenticeship Standards Required) of this Statement of Requirement. This Annex 2 details the breakdown of forecasted annual volumes of Apprentice starts per lot and the Apprenticeship Standards (with their levels) which the Supplier will be required to be able to deliver under each Lot.

2.6 The Cabinet Office is acting on behalf of the Civil Service Departments to procure high quality Apprenticeship training and related services, which offer good value for money. Consistency of learning across all formats of learning is a priority for the Civil Service. To this end, the Supplier shall be expected to work in collaboration with all other suppliers who provide learning to the Civil Service to make sure that there is consistency of models used, so as to ensure that if an Apprentice is undertaking core curriculum learning or Apprenticeship training, they receive the same messages. The Supplier acknowledges and agrees that it may be required to take on and provide the Services to current and existing Apprentices and, where this is the case, the Supplier will be required to recognise any "prior learning" delivered to these Apprentices.

2.7 Services Request Forms will be used by each Civil Service Department (employer) (including the Authority) to obtain particular Services from the Supplier under the Contract. The Services Request Form can be submitted to the Supplier either by the Cabinet Office, as the Authority acting on behalf of the relevant Civil Service Department (employer), or directly by the Profession Lead of the relevant Civil Service Department (employer).

2.8 The Supplier can choose whether to provide the Services directly, or by sub-contracting the provision of the Services to other RoATP certified apprenticeship training service providers. The precise details of any Additional Service(s) required (as defined in Schedule 1 of the Contract) will be given by the relevant Civil Service Department (employer) in the Services Request Form.

3. THE REQUIRED SERVICES

3.1 The Services which the Supplier must be able to deliver under the Contract are as follows:

- Providing advice and guidance to ensure compliance with the Government's Apprenticeship Levy, and any amendments made by ESFA during the lifetime of the Contract;
- The development, management, administration and delivery of a training curriculum that will lead to the award of an Apprenticeship related standard and/or qualification;
- Ensuring robust, consistent and appropriate training processes are in place to support the development of Apprenticeships across the Civil Service Departments;
- The provision of an Individual Learner Record (ILR), a compliant online portal which allows for multiple levels of access, to enable authorised users (e.g. Apprentices, the relevant Civil Service Department (employer) line manager(s), and Cabinet Office, as

appropriate), to log the progress of the training and development of the Apprentice throughout the Apprenticeship;

- Delivery of the End Point Assessment in accordance with Paragraph 15 of this Statement of Requirement;
- Support each Civil Service Department (employer), as and when required, with the sourcing, selection and assessment, recruitment and administration of Apprentices, including the following: drafting job descriptions; attracting candidates; skills screening; long-listing and shortlisting; interview scheduling; and references;
- Ensuring timeliness of Apprenticeship completion within agreed timeframes;
- Ensuring delivery of Apprenticeship training meets all OFSTED quality standards; and
- Ensuring delivery of Apprenticeship training is in line with standards of professional bodies, where the Apprenticeship is to include the achievement of a qualification from the relevant professional body.

3.2 The Supplier shall have the flexibility and scalability to be able to work with all Civil Service Departments, even during periods of peak demand and regardless of size and value; whilst maintaining a high level of service delivery.

4. SERVICE LEVELS AND KEY PERFORMANCE INDICATORS (KPI)

4.1 The Supplier shall comply with the requirements of Schedule 2.2 (Performance Levels).

5. ESTIMATED ANNUAL VOLUMES

5.1 The Supplier shall ensure that it has sufficient resources in place and is able to meet the requirements and at the anticipated volumes referred to throughout this Statement of Requirement in relation to the Apprenticeship Services immediately from the Contract Commencement Date and shall have capacity to enrol, contact and allocate a programme tutor to Apprentices at the point of receipt of the Services Request Form.

5.2 Notwithstanding paragraph 5.1, the Authority provides no guarantees in respect of the estimates and volumes of Apprenticeship Services, which will be supplied under this Contract, or to the number of Civil Service Departments who will request the Services under the terms of the Contract.

6. LOCATIONS

6.1 The requirement is for an England-wide provision of Apprenticeship training services, either directly by the Supplier, or with the assistance of training providers which are sub-contracted by the Supplier. The locations of the Services (National and Regional Sub-Lots) are set out in paragraph 2.4 of this Statement of Requirement.

6.2 The Supplier may be required to deliver the Apprenticeship training services in respect of Apprentices who are based in England or a particular Region but who spend some of their working hours outside of England or outside of their Region for any Civil Service Departments listed in Annex 1 (Civil Service Departments) (see Section 16 below). The Supplier shall meet this

requirement throughout the duration of the Contract. If the Supplier is required to provide the training services outside of the relevant Region or outside of England the Supplier and the Civil Service Department (employer) will discuss the form of training delivery which the Supplier can provide and the parties may agree a variation to the Service Request Form as appropriate (for example, subject to the approval of both parties, digital delivery may be provided when Apprentices are working outside their relevant Region). Any variations will go through the Variation process described in the Contract. In the event that the Supplier cannot meet the Civil Service Department (employer's) needs for Apprentices that are working outside of their Region/England, the Services Request Form may be terminated in accordance with Clause 15.10 of the Contract. The parties agree that any Variation or termination will be carried out acting in accordance with the process at Section 12.16 of this Statement of Requirement.

6.3 The Supplier shall offer a varied method of training delivery depending on the type of Apprenticeship and the Civil Service Department (employer)'s requirements. This shall include digital, fully flexible models of support, face-to-face teaching in regional centres or on government estate, workplace learning, classroom, workshops, and action learning sets or a combination thereof. Full details of the precise content of any Additional Services required, will be given by the relevant Civil Service Department (employer) in its Services Request Form.

6.4 Where there is face-to-face learning, the Supplier shall ensure that Apprentices do not have to travel more for than 2 hours to reach the learning site, unless otherwise agreed with the Authority. Both the Supplier and the Authority will need to consider the latest Government Guidance relating to travel and the COVID-19 pandemic and agree the most appropriate solution for face-to-face learning where there is a potential impact.

7. MANDATORY SERVICE REQUIREMENTS

7.1 This section provides details of the mandatory requirements that the Supplier shall be expected to fulfil in their entirety in order to meet the requirements of this Contract. The Supplier shall be able to deliver all mandatory requirements from the Contract Commencement Date, including compliance with:

a) Implementation Requirements;
b) All statutory requirements;
c) Quality and service delivery requirements;
d) Apprentice Service Delivery Requirements;
e) Publicity and branding requirements (set out in Paragraph 13 of this Statement of Requirement, and Clause 26 (Publicity and Branding) of the Contract;
f) Digital Requirements;
g) End Point Assessment (EPA) Requirements;
h) Confidentiality requirements;
i) Account management requirements;
j) Customer support service requirements;
k) Complaints handling requirements;
l) Funding, invoicing and payment requirements; and
m) Management information and data reporting requirements.

7.2 The CSAU (on behalf of the Authority and the Civil Service Departments) reserves the right to undertake spot checks to ensure that the Supplier has all

necessary documentation, certification and accreditations in place. If any spot check reveals that the Supplier is not completing documentation as required, the CSAU will be contractually obliged to inform all relevant Civil Service Departments. The CSAU will work with the Supplier to ensure any missing requirements are put in place as a matter of urgency and the Civil Service Department will have discretion to terminate its respective Services Request Forms with the Supplier until the CSAU is satisfied that the Supplier is in compliance with its contractual obligations.

8. IMPLEMENTATION AND MOBILISATION REQUIREMENTS

8.1 As part of the tender process, the Supplier will be expected to submit an outline mobilisation plan setting out how it intends to mobilise the provision of the Services so that the Supplier is ready to commence the provision of the Services from the Contract Commencement Date. This will include:

a) undertaking all necessary due diligence to ensure compliance with the interface requirements set out in paragraph 14.10 of this Statement of Requirement, including ensuring that the Supplier's IT/web-based training platform is compatible and can interface with all Civil Service Department (employer) IT platforms (including, as a minimum, compatibility with Internet Explorer) and take full account of the needs of Civil Service Department (employer) and Apprentice. It must also be sufficiently flexible to allow for changes and updates to Civil Service Department (employer) IT systems;

b) setting out in sufficient detail how it (and any Sub-Contractors) will ensure compliance with the security requirements set out in Schedule 4 (Security) from the Contract Commencement Date; and

c) the appointment of a Contract Manager who is ready and is available to work with the Authority and relevant Civil Service Department (employer) from the Contract Commencement Date and that the Contract Manager understands the processes and procedures undertaken by each Civil Service Department (employer) in relation to engagement and training of Apprentices.

8.2 Notwithstanding paragraph 8.1 above, the Supplier and the relevant Civil Service Department (employer) shall also name a point of contact in each Services Request Form.

8.3 Following the submission of a Services Request Form, the Supplier shall work with the relevant Civil Service Department (employer) to ensure that its representative named in the respective Services Order Form is aware of the processes and procedures undertaken by that Civil Service Department (employer) in relation to engagement and training of Apprentices.

8.4 The Supplier shall ensure that adequate and appropriate resources are available at all times to ensure that the level of Services provided to each Civil Service Department (employer) are not compromised, particularly during times of peak demand.

9. MANDATORY STATUTORY REQUIREMENTS:

9.1 This section describes the mandatory statutory requirements that the Supplier shall fulfil in their entirety as part of the delivery of the Contract.

9.2 The Supplier (and any Sub-Contract, which it uses to assist with the delivery

of the Apprenticeship Services under the Contract) shall be registered on the ESFA's Register of Apprenticeship Training Providers via the main application route and shall deliver the services in accordance with the Apprenticeship funding and performance-management rules for Training Providers. Further information can be found at: https://www.gov.uk/guidance/apprenticeship-funding-rules

9.3 The Supplier shall have in place a financial strategy that is simple, clear and in line with Department for Education (formerly BIS/ESFA) funding rules. The full DfE rules can be found at: apprenticeship-funding-from-may-2017.

9.4 The Supplier shall comply with, and consent in writing to audits in respect of, all current and future applicable aspects of relevant legislation, including but not limited to (each as may be amended and/or updated from time to time):

- The Data Protection Legislation (as defined in Schedule 1);
- Human Rights Act 1998;
- Freedom of Information Act 2000;
- The Welsh Language Act 1993;
- Welsh Language (Wales) Measure 2011;
- Safeguarding Vulnerable Groups Act 2006;
- Employment Rights Act 1996;
- Equality Act 2010;
- Equality and Human Rights Commission – Public Sector Equality Duty (2011);
- Public Services (Social Value) Act 2012;
- Apprenticeship Funding Rules.

10. MANAGEMENT AND ADMINISTRATION OF THE SERVICES

10.1 The Parties acknowledge that it is expected that there may be changes to the Apprenticeship Standards offered throughout the duration of this Contract and, accordingly, the Supplier shall allow sufficient flexibility in the delivery model to respond to changes made to the Apprenticeship Standards, the Apprenticeship Levy regulations and banding, and the periodic Apprenticeship Standard Reviews. Any change to the Apprenticeship Standards will be implemented by way of Variation in accordance with the process set out in the Contract.

10.2 The Supplier shall work in partnership with each Civil Service Department (employer) to ensure that robust, consistent and appropriate management, training and administrative processes are in place to support the development and delivery of Apprenticeships programmes across the organisation.

10.3 The Supplier shall develop and deliver high quality training throughout the duration of the Apprenticeship programme. This will include, and shall not be limited to, all elements defined in the published Apprenticeship Standards covering the relevant knowledge, skills, personal behaviours, competence, functional skills, safeguarding and prevent training, employment rights and responsibilities and personal learning and thinking skills.

10.4 The Supplier shall ensure that the training programme content is relevant,

technically accurate, engaging and up-to-date and is regularly refreshed to align with any changes to the Apprenticeship Standards.

10.5 The Supplier shall maintain the flexibility to bespoke, contextualise and/or package the Apprenticeship learning to suit the specific needs of the Apprentice and meet with the relevant Civil Service Department's requirements (as set out in the Services Request Form). In all cases the integrity of the learning outcome to the relevant Apprenticeship Standard shall be maintained.

10.6 The Supplier shall provide a consistent Apprentice learning experience to each Civil Service Department, which will include mapping the provision to ensure all Apprentices are receiving the same quality of training.

10.7 The Supplier shall provide a dedicated Apprenticeship coordinator supported by a learner tracking system, as a mandatory minimum for each of the programmes.

10.8 The Supplier shall maintain Individual Learner Records (ILR) that comply with the Education and Skills Funding Agency requirements.

10.9 The Supplier shall have in place a clear process and schedule for the payment of each element of the Apprenticeship and End Point Assessment.

10.10 The Supplier shall provide an overview detailing the following, at the commencement of the Contract:

- end to end process for the Apprenticeship pathway;
- roles and responsibilities of the Supplier; and
- roles and responsibilities of the Civil Service Department (employer).

10.11 The Supplier shall effectively market Apprenticeships, in accordance with the Civil Service Department (employer)'s needs and aligned to their marketing strategies, so as to ensure that target volumes are delivered.

10.12 The Supplier will be expected to track the progress of each Apprentice using a "RAG" rating process. The Supplier shall use the following RAG rating categorisation:

	Description
Green	Actual percentage progress is less than 10 percentage points behind expected percentage progress
Amber	Actual percentage progress is between 10 and 20 percentage points (inclusive) behind expected percentage progress.

Red	Actual percentage progress is more than 20 percentage points behind expected percentage progress

For example if an Apprentice is expected to be 50% of the way through their programme:

- if their actual progression is less than 30%, their status will be Red;
- if their actual progression is 30% or more, but less than 40%, their status will be Amber; and
- if their actual progression is more than 40% their status will be Green

10.13 The Supplier shall discuss the Apprentice's progress, and agree any changes or development plans with each Apprentice, their respective line manager and the relevant Civil Service Department (employer)'s SPOC through regular meetings.

10.14 Where the Apprentice is rated "green" or "amber", the Supplier, along with the Apprentice, their line manager and the relevant Civil Service Department (employer)'s SPOC will jointly agree an action plan to ensure that the Apprentice has sufficient support to get back on track where necessary.

10.15 The Supplier must notify the SPOC for the relevant Civil Service Department within 5 Working Days of becoming aware that any Apprentice's progress performance is rated as "Red" and shall provide the details to the Civil Service Department of the reason(s) for the red rating being given.

10.16 The Supplier will work with the Apprentice, their line manager and the relevant Civil Service Department (employer)'s SPOC to agree an action plan to ensure that the Apprentice has sufficient support to get back on track where necessary.

10.17 The Supplier will also be expected to provide the CSAU with a monthly report on red rated Apprentices and, if the Apprentice is rated as red for two or more consecutive months, that Apprentice must be put on to an action plan to ensure that they can get back to green rated by the third month. The Supplier must ensure that the action plan is agreed with the Apprentice and their line manager in their employing Civil Service Department (employer).

10.18 The Supplier will be responsible for ensuring that its Apprenticeship facilitator or trainer assessor closely monitors the action plan so that it is being adhered to by all parties. The Supplier will promptly notify the relevant Civil Service Department (employer) of any non-compliance with the action plan by any party. As the Apprentices approach the end of their programme, the action plan must indicate when their expected date of portfolio submission will be and their most likely date of completion or End Point Assessment.

11. SUPPLIER CERTIFICATION REQUIREMENT

11.1 The Supplier shall have by the Contract Commencement Date, and retain throughout the Contract Period:

- Ofsted Grade 1 (Outstanding) or Grade 2 (Good); and
- Higher Education Institutions must be operating successfully under the formal recognised Quality Assurance Agency for higher education (QAA) arrangements, awarding body and professional body membership.

11.2 The Supplier shall notify the Authority in accordance with the requirements set out in Clause 5.2(k) (Representations and Warranties) of the Contract if they fall below the mandatory Ofsted grade requirements set out in paragraph 11.1 above, and/or when they fail to comply with the QAA arrangements.

11.3 All Apprenticeship training must be delivered by training providers included on the ESFA Register of Apprenticeship Training Providers (RoATP).

11.4 The Supplier must provide the Authority with a copy of its Ofsted inspection report on the Contract Commencement Date.

12. APPRENTICESHIP TRAINING SERVICES DELIVERY REQUIREMENTS

12.1 This section describes the mandatory Apprenticeship training services delivery requirements that the Supplier shall fulfil as part of the delivery of the Contract.

12.2 The Supplier shall ensure that all Civil Service Department (employer) supporting Apprentices are provided with the relevant learning and a period of consolidation and observation to assure competence.

12.3 The Supplier shall carry out a full, robust initial assessment to ensure that Apprentices are on the right programme and at the right level. The Supplier shall consult with the Civil Service Department (employer) if they deem an Apprentice to be unsuitable for the programme and both parties will agree whether the onboarding should continue.

12.4 The Supplier shall identify relevant needs for reasonable adjustment at the point of application for the Apprenticeship, and shall communicate any proposed changes to the relevant Civil Service Department as part of the performance monitoring meetings described in Schedule 2.2 (Performance Levels). The Civil Service Department (employer) will have responsibility for meeting these needs in the workplace.

12.5 The Supplier shall provide a detailed timetable of support, including Information, Advice and Guidance (IAG) for each Apprentice setting out a plan for each individual Apprenticeship pathway. The Supplier shall ensure IAG continues throughout the Apprenticeship programme to help keep the Apprentice on track and aware of what they need to do to progress.

12.6 The Supplier shall deliver a face to face induction for Apprentices and line managers within the first week of the Apprenticeship. All Apprentices shall be registered for their Apprenticeship and provided by the Supplier with an Individual Learning Plan in line with DfE (BIS/ESFA) guidance and rules. Where face-to-face delivery is not appropriate, for example due to health and safety issues or the latest Government Guidance as it relates to the COVID-19 crisis, virtual or remote inductions can be discussed with Civil Service Department (employer). See below – digital requirement.

12.7 The Supplier shall allocate specific support to each Apprentice, in the form of a programme tutor, from enrolment on the Apprenticeship through to End Point Assessment (EPA) qualification. The Supplier shall have in place a process to ensure the consistency and the quality of the line manager support provided.

12.8 The Supplier shall ensure that coaches, programme tutors and trainers demonstrate a high level of competence, relevant experience of the

Apprenticeship programme requirements and that their Apprenticeship subject area knowledge is kept up-to-date.

12.9 The Supplier shall ensure all coaches have a professional qualification and a minimum of 2 years' experience in a role related to the Apprenticeship subject area; however, 5 years' experience is required for a role related to Project Delivery Apprenticeship. The Supplier will be required to provide Civil Service Department (employer) with the relevant curriculum vitae as evidence.

12.10 The Supplier shall ensure that all staffing including talent coaches/tutors are in place, vetted, and trained in order to deliver support to new Apprentices.

12.11 The Supplier shall ensure a tutor to Apprentice maximum ratio of 35; this number can only be reviewed in exceptional circumstances subject to approval from the Authority.

12.12 The Supplier shall provide training and consolidation for all programme tutors to ensure consistency of approach and knowledge levels.

12.13 The Supplier shall have in place an effective quality assurance process, which includes monitoring and reviewing coach, programme tutor and trainer performance.

12.14 The Supplier shall conduct interim and formal progress reviews with the Apprentice with input from trainers, assessors and the Civil Service Department (employer). This shall include but not be limited to:

- Organising a schedule of regular progress review meetings. The format and
  frequency of reviews will be agreed with the Civil Service Department (employer);
- Involving the Apprentice and the workplace supervisor in the reviews;
- Identifying progress for learning aims – both to date and between reviews;
- Reflecting on and recording progress made towards the Apprentice's learning goals;
- Reviewing the Apprentice's Individual Learning Plan and monitoring the achievement of agreed milestones;
- Agreeing and recording actions and targets between reviews;
- Monitoring and tracking the Apprentice's progress to ensure they are meeting their targets and identify at an early stage those Apprentices requiring additional support and amending the training plan accordingly;
- Ensuring the workplace supervisor is involved throughout the Apprentice learner journey and the assessment of the Apprentice suitability for entry into the 'Gateway';
- Assessing that an Apprentice has reached the 'Gateway' and determine the Apprentice's readiness for the End Point Assessment (EPA); and
- Ensuring the Apprentice and the workplace supervisor have a copy of the record of the reviews.

12.15 The Supplier shall oversee the process of moving Apprentices between Civil

Service Department (employer)' departmental postings where necessary.

12.16 The Supplier shall not remove any Apprentice from the programme without the direct written consent of the relevant Civil Service Department (employer) and consultation with CSAU. If written consent is not received by the Supplier within 7 Working Days from the date on which the relevant Civil Service Department (employer) and CSAU receives the request from the Supplier, the Supplier can consider removal and inform the relevant Civil Service Department (employer) and CSAU that the Apprentice will be removed. The relevant Civil Service Department (employer) will then have 48 hours to notify the Supplier that it either consents to the removal, or that it does not wish the Apprentice to be removed. Only after discussions with the relevant Civil Service Department (employer) and CSAU in accordance with this paragraph, and after being able to demonstrate that all reasonable efforts have been made to help the Apprentice, will the Supplier have the final say on whether they can remove an individual Apprentice from the programme.

12.17 The Supplier shall ensure that their Apprentice achievement rates show that overall performance is above the national average (as detailed within the ESFA guidance) for each standard they are awarded.

13. MARKETING, SUPPLIER COMMUNICATIONS, APPRENTICE EXPERIENCE AND INSIGHT REQUIREMENTS

13.1 This section describes the mandatory marketing, Supplier communications, Apprentice experience and insight requirements that the Supplier shall be obligated to fulfil as part of the delivery of this Contract.

13.2 The Supplier shall provide appropriately skilled communications resource to:

13.2.1 Maintain active communications with all those working within the Supplier's organisation and supply chain and to ensure all parties (including the Civil Service Departments and Apprentices) are kept up to date with developments in relation to the Services; and

13.2.2 Ensure regular co-ordination of communications with the Civil Service Department (employer) and other delivery partners working for the Civil Service Department (employer).

13.3 The Supplier shall provide appropriately skilled support to work with the Civil Service Department (employer) to provide a reactive media service where required.

13.4 The Supplier shall provide appropriately skilled marketing and insight resource to do the following:

13.4.1 Provide a range of formal and informal feedback mechanisms to evaluate both the Civil Service Department (employer) and Apprentice satisfaction levels, so as to measure the success of the programme and the experiences of the Apprentices;

13.4.2 Use the employer and Apprentice feedback to reflect back on future programmes to enable continuous improvement in the Apprenticeship programme; and

13.4.3 Ensure consistent application of branding, including visual identity and maintaining the Civil Service Department (employer) style and

tone of voice (or development of alternative branding approaches for different Civil Service Department (employer) groups). This should be applied to all course materials, Civil Service Department (employer) communications, classroom signage and IT.

13.5 The Supplier shall ensure that neither it, nor any of its Sub-Contractors, embarrasses the Authority or any Authority Service Recipient, or otherwise brings the Authority or any Authority Service Recipient into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in the Authority or any Authority Service Recipient, regardless of whether or not such act or omission is related to the Supplier's obligations under this Contract.

13.6 The Supplier shall have in place a robust strategy to ensure quality and consistency throughout the support and assessment of the Apprenticeships. This will include the delivery of a fully supported digital Apprenticeship utilising web-based content, Civil Service Department (employer) departmental communication systems, telephone and email.

14. DIGITAL DELIVERY REQUIREMENTS

14.1 The Supplier shall deliver a digital, fully flexible model of support to Apprentices to develop and improve their skills and abilities to enable them to meet the relevant Apprenticeship Standard(s) within the terms of their Apprenticeship agreement.

14.2 The Supplier will, where requested by the Authority or an Authority Service Recipient, or to the extent necessary as a supplier to public sector organisations, adhere to the Government design patterns set out within the Government Service manual https://www.gov.uk/service-manual and which follows the Design system https://design-system.service.gov.uk/

14.3 The Supplier shall also ensure that the digital 'online' Apprenticeship system build meets the Digital by Default Service Standard, details of which can be found at: https://www.gov.uk/service-manual/digital-by-default

14.4 The Supplier will ensure that any training is compatible with any IT systems and standards adopted by the relevant Civil Service Department (employer), as specified in the Government Digital Service Standard 10 (or any successor standard).

14.5 The Supplier shall ensure that it meets the Government accessibility guidelines. Further, Code and content must meet WCAG level AA (all A and AA requirements are laid out in https://webaim.org/standards/wcag/checklist).

14.6 The Authority recognises that it needs to ensure that its ICT products and services can be used by everyone (who is designated as an authorised user), whether Civil Service Department (employer) internal staff from a population of the widest range of characteristics and capabilities.

14.7 In order to achieve this, the Authority has adopted the European Standard 'EN 301 549 Accessibility requirements suitable for public procurement of ICT products and services in Europe' (which includes extending the Web Content Accessibility Guidelines 2.0, success criterion AA (WCAG v2 AA) to non-web systems) as the minimum accessibility standard.

14.8 If the Supplier is unable to achieve the EN301 549 standard then the LMS

system must have functionality to meet key accessibility elements of the standard and this must be evidenced to the Authority. This may need to be achieved through the use of hardware and/or software being added or connected to a system that increases accessibility for an individual.

Interface Requirements

14.9 The Supplier shall (at its own cost):

a) provide all necessary support, equipment, tools, services, and software (including automated and application programming interfaces), in order to enable and support the provision of the Services, and in particular a Supplier Learning Management System which provides for the seamless and secure sharing of Learning Data between the Supplier, Authority, Authority Service Recipient, and the Apprentices;

b) ensure that it provides and maintains throughout the Term a suitable Supplier Learning Management System which, together with the rest of the Supplier System used in connection with the Services (each as may be updated from time to time in accordance with the Contract) is:

i. readily accessible and useable by the Apprentices and at all times during the Contract Period via a user-friendly, accessible, password protected interface;

ii. suitable for use as a learning management system by Apprentices (including allowing them to keep a full, detailed, and updateable record of their completed and outstanding learning) in connection with the Services (as may be further detailed in a Services Request Form);

iii. fully compatible with and interface with the Authority System and Authority Service Recipient Systems (including compatibility with Internet Explorer and the Authority's e-Commerce (P2P) system and networks), Authority Property and Authority Assets, as may described in more detail in this Statement of Requirement and Services Request Form (or elsewhere in this Contract) ("**Interfaces**");

iv. able to deliver the required functionality and interoperability to enable the proper provision of the Services and to allow the Leaning Data to pass seamlessly between the Supplier System, Authority System and Authority Service Recipient Systems (as may be further detailed in a Services Request Form);

v. sufficiently flexible to allow for any changes and updates to Authority Systems or Authority Service Recipient Systems by the Authority or Authority Service Recipient Systems from time to time;

vi. capable of securely holding and allowing authorised access to the Learning Data, and of backing up the Learning Data to a secure off-site system;

vii. structured and maintained in accordance with the security requirements as set out in the Contract including those set out in Schedule 4 (Security); and

viii. compliant with Good Industry Practice and the standards set out in this Statement of Requirement and Quality Standards, together with any further standards specified in a Services Request Form;

c) implement appropriate controls in order to ensure that access to the Interfaces is constrained to authenticated and authorised individuals;

d) be responsible for, and obtain and maintain throughout the duration of this Contract, all consents, approvals, licences and permissions required from third parties or otherwise for its and the Apprentices' use of the Supplier Learning Management System and remainder of the Supplier System, Learning Data and the Interfaces in accordance with this Contract;

e) promptly inform the Authority and Authority Service Recipients of:

i. all details of the Supplier Learning Management System (including technical and functional details and specifications, any third parties involved, the Interfaces required, and any software, hardware, data centres, networks, and systems used by or in connection with the Supplier Learning Management System), and in any event within two (2) Working Days of the Authority's or the Authority Service Recipient's request;

ii. any unavailability of, or incidents, faults or other issues in respect of the Supplier Learning Management System or Learning Data (and in any event, within two (2) business hours, or such other time period as may be agreed in writing between the Supplier and the Authority and/or Authority Service Recipient);

iii. any new or potential improvements to the interfaces or integration of the Services with the Authority System or Authority Service Recipient Systems, or other services provided by third parties, the Authority or the Authority Service Recipients, which might result in efficiency or productivity gains or in reduction of operational risk; and

f) co-operate with the Other Suppliers and provide reasonable information (including any Documentation), advice and assistance in connection with the Services to any Other Supplier as may be necessary to enable such Other Supplier to create and maintain technical or organisational interfaces with the Services, Supplier Learning Management System (and rest of the Supplier System, as applicable), Authority System and/or Authority Service Recipient Systems.

15. END POINT ASSESSMENT (EPA) REQUIREMENTS

15.1 This section describes the mandatory End Point Assessment (EPA) requirements that the Supplier shall fulfil in its entirety as part of the delivery of the Contract.

15.2 The Supplier, in agreement with the Civil Service Department (employer), shall select an organisation to deliver the End Point Assessment from the Register of Apprentice end-point assessment organisations (EPAO). The list can be found at:

https://www.gov.uk/government/publications/using-the-register-of-apprentice-assessment-organisations

15.3 The Supplier shall ensure that the registered assessment organisation and the assessor is independent of, and separate from, the training provided by the Supplier and Civil Service Department (employer).

15.4 The Supplier shall ensure the Apprentice undergoes an EPA at the very end of the on-programme phase of training when the Civil Service Department (employer) and Supplier are satisfied that they have met the "Gateway" criteria to undertake the assessment.

15.5 The Supplier shall ensure that the EPA is conducted in accordance with the requirements set out in the assessment plan that accompanies each Apprenticeship Standard.

15.6 The Supplier shall ensure transparency around costs and any Key Performance Indicators for the touch points leading up to EPA and the Supplier will be expected to provide a full library of products, timeline and process based on the following:

- an induction programme;
- an Apprentice handbook;
- a line manager guide;
- a detailed summary of the delivery model;
- a detailed summary of the Apprenticeship learner journey process;
- a detailed summary of the costing model; and
- a detailed summary of the payment process.

15.7 The Supplier shall provide a robust assessment process for assessment of the Apprentice's achievement of the relevant Apprenticeship Standard and any related qualifications and this shall include, but is not limited to, the following:

- Defining the cost of the End Point Assessment (this will clarify what proportion of overall costs are charged by the Training Provider for their services and the End Point Assessment respectively);
- Providing assessment criteria/guidance at the start of the Apprenticeship for Apprentices and line managers to work with;
- Providing training to ensure quality, standardisation and consistency for all End Point Assessment (EPA) panel members;
- Giving the Apprentice at least one month advance notification of their End Point Assessment appointment, to enable them to prepare;
- Assessing all individuals who have embarked on their Apprenticeship no later than 8 weeks from the end of their Apprenticeship period;
- Conducting the End Point Assessment in the most appropriate location, as agreed with the Civil Service Department (employer). This could be, but is not limited to, an End Point Assessment at the Apprentice's 'home' office location (or region), nearest accredited assessment centre, or an online assessment;
- Wherever possible undertake multiple End Point Assessments in a single day in order to maximise delivery and minimise costs;
- Notifying outcomes of the End Point Assessment in one of the following categories: Pass, Merit, Distinction, or Fail, by applying the criteria for each category as set out in the standards document;
- Conveying the overall markings to individuals as a % rating, in addition to the category above;
- Providing a meaningful written narrative containing detailed feedback for each End Point Assessment, which will be provided to both the Apprentice and their Line Manager within one week of the End Point Assessment taking place. The feedback must indicate any areas that need to be addressed by individuals who fall into the Fail category;

- Allowing flexibility for any adjustments in the End Point Assessment standards and for these to be reflected in the assessment process itself should that standard change for any reason; and
- Ensuring that each Apprentice who starts an Apprenticeship obtains an accredited qualification and completes their Apprenticeship, where required by the Apprenticeship Standard and in agreement with the relevant Authority Service Recipient (employer).

16. ELIGIBILITY FOR APPRENTICES BASED OUTSIDE OF ENGLAND

16.1 The Supplier shall, when required, support the Civil Service Department (employer) in providing training to Apprentices based inside England but who spends some of their working hours outside England.

16.2 The Supplier shall be responsible for determining eligibility of the Apprentice as per the Apprenticeship Funding Rules which as of the date of the Contract sets out that individuals spending some of their working outside of England are eligible for funding through the Apprenticeship Levy as long as they spend at least 50% of their working hours in England over the duration of the Apprenticeship.

16.3 The Supplier shall be responsible for confirming with the Civil Service Department (employer) as part of eligibility process that the Apprentice will spend at least 50% of their working hours in England over the duration of the Apprenticeship (or the Apprentice meets such eligibility criteria in this respect as apply under the Apprenticeship Funding Rules from time to time).

16.4 The Supplier acknowledges and agrees that it will need to agree separate funding arrangements with the Civil Service Department (employer) if an Apprentice spends more than 50% of their working hours outside of England over the duration of their Apprenticeship, including time spent on off-the-job training (or the Apprentice fails to meet such eligibility criteria in this respect as apply under the Apprenticeship Funding Rules from time to time).

17. ACCOUNT MANAGEMENT REQUIREMENTS

17.1 This section describes the account management mandatory requirements that the Supplier shall fulfil in its entirety as part of the delivery of the Contract.

17.2 The Supplier shall ensure that a Contract Manager and deputy to the Contract Manager are both appointed in accordance with the contract management provisions in Schedule 2.2 (Performance Levels) and their names and contact details (including email address and telephone number) are provided to the Authority prior to any period of the Contract Manager's unavailability and absence. The Supplier shall ensure that the deputy to the Contract Manager has the same powers, authority and discretion as the Contract Manager.

17.3 The Supplier shall, when required, support the Civil Service Department (employer) in providing recommendations in relation to the Services provided, improve value for money, answering queries, dealing with complaints and technical support.

17.4 The Contract Manager shall be security cleared to the Civil Service Department (employer)' stated level in advance prior to the Contract Commencement Date. The Supplier shall provide a consistent account management support function across Civil Service Department (employer)

regardless of size and scope.

17.5 The Supplier shall be required to provide and maintain a dedicated customer service team, which will act as the first point of contact and focal point for all enquiries from Civil Service Department (employer).

17.6 The Supplier shall be responsible for ensuring that all enquiries received from Civil Service Department (employer) are dealt with and resolved in accordance with agreed Key Performance Indicators.

17.7 The Supplier shall be required to undertake visits to individual Civil Service Department (employer)'s sites to discuss the operation of the Contract.

17.8 The Supplier will also be expected to attend regular meetings with the Authority to discuss performance of the Contract, as more particularly described in Schedule 2.2 (Performance Levels).

18. CUSTOMER SUPPORT SERVICE REQUIREMENTS

18.1 This section describes the customer support service mandatory requirements that the Supplier shall fulfil in its entirety as part of the delivery of the Contract.

18.2 The Supplier shall provide a free of charge dedicated helpdesk service to the Authority and the Civil Service Departments that shall comply with the following:

18.2.1 Provision of a customer service helpdesk, which shall be open to answer general enquiries and shall operate as a minimum from office hours 08:30 until 17:30 Monday to Friday throughout the year excluding public holidays to deal with queries.

18.2.2 Provision of operational support and/or emergency call numbers, which shall be operational twenty four (24) hours per day, every day of the year, including public holidays.

18.2.3 All calls shall be charged at no more than a standard call rate (no premium rate telephone numbers). Standard rate in the UK means calls to local and national numbers beginning, 01, 02, and 03. Excluded numbers include non-geographic numbers (e.g. 0871) and Premium Rate Services.

18.3 The Supplier shall also provide a dedicated email address for written enquiries and make this known to departmental SPOCs and Apprentices.

18.4 The Supplier shall ensure that all Supplier Personnel appointed to the helpdesk have the relevant skills; experience and knowledge of the services offered under the Contract and have the capability to manage relations with Civil Service Department (employer).

18.5 The Supplier shall provide support to all Civil Service Department (employer)' queries, which will include but not be limited to providing:

- Advice and support to Civil Service Department (employer) employers to claim any additional employer incentive payments as set out in government guidance https://www.gov.uk/guidance/incentive-payments-for-hiring-a-new-apprentice;

- Advice on their individual requirements;
- Plans regarding the most cost effective delivery model (agreeing locations of cohorts etc.); and
- resolution of issues and complaints raised in accordance with the KPIs.

19. COMPLAINTS HANDLING REQUIREMENTS

19.1 This section describes the complaints handling mandatory requirements that the Supplier shall fulfil in its entirety as part of the delivery of the Contract.

19.2 The Supplier shall have a robust and auditable complaints procedure for logging, investigating, managing and escalating and resolving complaints initiated by the Civil Service Department (employer).

19.3 The Supplier shall ensure its complaints procedure complies with the following;

- All complaints shall be logged and acknowledged within twenty four (24) hours of receipt;
- All complaints shall be resolved within five (5) Working Days of the original complaint being made unless otherwise agreed with the relevant Civil Service Department (employer); and
- All complaints shall be recorded, together with the actions and timescales taken to resolve the complaint.

19.4 The Supplier shall ensure that the level and nature of complaints arising and proposed corrective action that are under way or completed will be reviewed by the parties as part of the performance management meetings set out in Schedule 2.2 (Performance Levels).

19.5 The Supplier shall analyse and identify any pattern of complaints and bring these to the attention of the Civil Service Department (employer) during supplier review meetings.

19.6 Notwithstanding the general requirements in relation to reporting of complaints in Schedule 2.2 (Performance Levels), the Supplier shall provide the Authority with one consolidated report per month for the duration of this Contract capturing all Civil Service Department (employer)' complaints detailed by each Civil Service Department (employer). These reports shall include the date the complaint was received and resolved, complainant contact details, the nature of the complaint and actions agreed and taken to resolve the complaint and any changes to the programme and lessons learnt.

19.7 The Supplier shall support the Authority when it meets with Civil Service Department (employer) in order to discuss delivery performance and address any concerns that may exist around the provision of Services and will seek feedback from them to inform the monthly performance review meetings.

20. FUNDING, INVOICING AND PAYMENT REQUIREMENTS

Please refer to SCHEDULE 3 (Contract Charges, Payment and Invoicing) Annex 1 of this Contract.

21. MANAGEMENT INFORMATION AND DATA REPORTING REQUIREMENTS

General Data Protection Regulation (GDPR) and Privacy Impact Assessments (PIA)

21.1 This section describes the mandatory management information and MI Data reporting mandatory requirements that the Supplier shall fulfil in its entirety as part of the delivery of the Contract.

21.2 The Supplier shall provide MI Data Reporting to the Authority, and to the Profession Lead of the relevant Civil Service Department (employer) free of charge in accordance with the requirements set out in this Statement of Requirement and Schedule 2.2 (Performance Levels).

21.3 The Supplier shall have appropriate management information systems in place to collect, check, manage and return monthly data to the ESFA through the Individual Learner Record (ILR) and other learner data collection as specified in the link below:

https://www.gov.uk/government/collections/individualised-learner-record-ilr

21.4 The Supplier shall provide secure and accurate weekly/monthly MI Data to the Authority, and to the Profession Lead of the relevant Civil Service Department (employer) to monitor starts, completions and progress against Apprenticeship and End Point Assessment. This must be provided on the basis of the cohort as a whole and for individual Apprentices and adhere to nationally recognised Data Protection and records and retention policies, data transfer agreements with the employer and information security requirements.

21.5 The Supplier shall provide MI Data to the Authority and Civil Service Department (employer) in accordance with the timescales set out in Schedule 2.2 (Performance Levels) (unless an exemption is agreed by the Civil Service Department (employer) at least 48 hours before expected return date), which will detail the number of Apprentices assessed in weeks/months (as applicable in accordance with the requirements set out in Schedule 2.2 (Performance Levels)) and by rolling total to date, highlighting any re-sits. Further reporting MI Data may include:

- Number of passes, distinctions and fails in week and by rolling total, highlighting any resits in amongst these;
- Total numbers of Apprentices scheduled for assessment and broken down by region and Civil Service Department (employer) employer organisations, highlighting any re-sits in amongst these;
- Number of Apprentices not yet scheduled for assessment, by region and by Civil Service Department (employer) employer organisations, highlighting any re-sits in amongst these;
- Full details of Apprentices who have needed to reschedule their assessment (name/ organisation/ location/ employment contract end date etc.), highlighting any re-sits in amongst these;
- Full details of any Apprentices who are unavailable for assessment at any point full within 6 weeks of the expiration of the period of their Apprenticeship;
- Precise details of any Apprentices who fail to attend their scheduled assessment appointment; and
- Full details of any completions rates and highlighting exceptional Apprentices.

21.6 The Supplier shall have the flexibility to produce for the Authority and/or Civil Service Department (employer) any requested tailored or non-standard MI

Data reports free of charge on a number of different levels, including but not limited to Apprentice, Civil Service Department (employer), and schemes.

21.7 The Supplier shall provide the required data or information free of charge, within five Working Days of request by the Authority and/or the Profession Lead of the relevant Civil Service Department (employer).

21.8 The Authority and/or Civil Service Department (employer)/Professions Lead may request data and reports on an ad hoc basis to assist with Freedom of Information (FOI) requests, Parliamentary Questions (PQs) or other committee requests.

21.9 The Supplier shall provide the Authority with a minimum of one case study per quarter, for the duration of this Contract, which will evidence savings, benefits (including continuous improvements to services) and/or added value of this Contract, subject to the agreement of the Authority and relevant Civil Service Department (employer).

21.10 The Supplier shall comply with the Authority and/or Civil Service Department (employer)'s equality and diversity data collection and monitoring requirements. This includes the Civil Service Apprenticeship Unit in the Cabinet Office. The Supplier will be required to provide such data and information if applicable and as specified in the Services Request Order Form.

22. ADDITIONAL SERVICES

22.1 The Supplier shall be flexible in providing any relevant Additional Services that fall within the scope of the requirements of the Contract and which Civil Service Department (employer) may require to deliver their Apprenticeships schemes.

22.2 The Additional Services could include, but are not limited to, the following:

- Enrolment, induction, prior assessment, initial diagnostic testing or similar activity.
- Off-the-job training delivered only by distance learning, although the Supplier may include online and other blended learning activity as part of the delivery of an Apprenticeship.
- Any training, optional modules, educational trips or trips to professional events in excess of those required to meet the knowledge, skills and behaviours of the Apprenticeship standard. This includes training solely and specifically required for a licence to practice.
- Registration and examination (including certification) costs associated with a licence to practise. This applies even where a licence is specified in the Apprenticeship Standard and assessment plan.
- Registration and examination, including certification costs, for non-mandatory qualifications (qualifications that are not specifically listed in the standard).

22.3 Full details of the precise details of any additional service(s) required, will be given by the Civil Service Department (employer) on the Services Request Form.

Annex 1: Civil Service Department (employer)

Organisation	2020-21 Head-count	2020-21 Status	Expert Services Contribution Group
Attorney General's departments			
Attorney General's Office	**50**	Ministerial Department	GLD
Crown Prosecution Service Inspectorate	**20**	Non-Ministerial Department	GLD
Government Legal Department	**2,360**	Executive Agency	GLD
Crown Prosecution Service	**6,070**	Non-Ministerial Department	CPS
Serious Fraud Office	**470**	Non-Ministerial Department	SFO
Business, Energy and Industrial Strategy			
Advisory Conciliation and Arbitration Service	**950**	Crown NDPB	BEIS
Business, Energy and Industrial Strategy	**4,410**	Ministerial Department	BEIS
British Business Bank	**75**	Executive NDPB	BEIS
Committee on Climate Change	**36**	Advisory NDPB	BEIS
Companies House	**1,030**	Executive Agency	BEIS
Competition & Markets Authority	**840**	Non-Ministerial Department	BEIS
Financial Reporting Council	**185**		BEIS
HM Land Registry	**5,690**		BEIS
UK Research and Innovation	**600**	Executive NDPB	BEIS
Insolvency Service	**1,640**	Executive Agency	BEIS
Low Carbon Contracts Company	**70**	NDPB	BEIS
Nuclear Decommissioning Authority	**208**	NDPB	BEIS
Office of Gas and Electricity Market	**1,080**	Non-Ministerial Department	BEIS
UK Intellectual Property Office	**1,310**	Public Non-Financial Corporation	BEIS
UK Space Agency	**240**	Executive Agency	BEIS
Cabinet Office			
Cabinet Office (excluding agencies)	**7,330**	Ministerial Department	CO
Crown Commercial Services	**640**	Executive Agency	CO
Department for Exiting	**600**	Ministerial	CO

Organisation	2020-21 Head-count	2020-21 Status	Expert Services Contribution Group
the European Union		Department	
Equality and Human Rights Commission	**189**		CO
Local Government Boundary Commission for Wales	**23**	NDPB	CO
Government Property Agency	**150**		CO
Government in Parliament	**100**	Part of Main Department	CO
Ministry of Housing, Communities and Local Government			
Department for Communities and Local Government (excl agencies)	**2,290**	Ministerial Department	MHCLG
Planning Inspectorate	**810**	Executive Agency	MHCLG
Queen Elizabeth II Conference Centre	**50**	Executive Agency	MHCLG
Homes England	**869**	NDPB	MHCLG
Regulator of Social Housing	**150**	NDPB	MHCLG
Leasehold Advisory Service	**22**	NDPB	MHCLG
Digital, Culture, Media and Sport			
Department for Culture Media and Sport (excluding agencies)	**1,260**	Ministerial Department	DCMS
Sports Grounds Safety Authority	**18**	NDPB	DCMS
Arts Council England	**500**	NDPB	DCMS
Gambling Commission	**322**	Executive NDPB	DCMS
Information Commissioners Office	**750**	Executive NDPB	DCMS
Defence			
Ministry of Defence (excluding trading funds)	**38,450**	Ministerial Department	MOD
Defence Equipment and Support	**10,790**		MOD
Defence Science and Technology Laboratory	**4,410**	Executive Agency	MOD
Defence Electronics and Components Agency	**430**	Executive Agency	MOD
UK Hydrographic Office	**830**	Exec non-departmental	MOD

Organisation	2020-21 Head-count	2020-21 Status	Expert Services Contribution Group
		public body	
Department for Education			
Department for Education (excluding agencies)	**5,020**	Ministerial department	DFE
Education and Skills Funding Agency	**1,750**	Executive Agency	DFE
National College for Teaching and Leadership	**390**		DFE
Standards & Testing Agency	**140**		DFE
Office for Students	**395**	TBC - not listed on ONS yet	DFE
Institute for Apprenticeships and Technical Education	**170**		DFE
Environment, Food and Rural Affairs			
Department for Environment Food and Rural Affairs (excluding agencies)	**4,950**	Ministerial Department	DEFRA
Animal and Plant Health Agency	**2,460**	Executive Agency	DEFRA
Centre for Environment Fisheries and Aquaculture Science	**650**	Executive Agency	DEFRA
UK Co-ordinating Body	**10**	Executive Agency	DEFRA
Rural Payments Agency	**2,020**	Executive Agency	DEFRA
Veterinary Medicines Directorate	**150**	Executive Agency	DEFRA
Consumer Council for Water	**73**	Executive NDPB	DEFRA
Joint Nature Conservation Committee	**227**	Executive NDPB	DEFRA
Marine Management Organisation	**355**	NDPB	DEFRA
National Forest Company	**27**	Executive NDPB	DEFRA
Natural England	**1,919**	Executive NDPB	DEFRA
Royal Botanic Gardens, Kew	**879**	Executive NDPB	DEFRA
ESTYN			
Office of Her Majesty's Chief Inspector of Education and Training	**120**	Non-Ministerial Department	ESTYN

Organisation	2020-21 Head-count	2020-21 Status	Expert Services Contribution Group
in Wales (Estyn)			
Food Standards Agency			
Food Standards Agency	1,270	Non-Ministerial Department	FSA
Foreign and Commonwealth Office			
Foreign and Commonwealth Office (excluding agencies)	5,330	Ministerial Departments	FCO
FCO Services	1,060	Executive Agency	FCO
Locally Engaged staff	8,178	Ministerial Departments	FCO
Overseas Territories	300		FCO
Wilton Park Executive Agency	90	Executive Agency	FCO
Great Britain - China Centre (GBCC)	10	NDPB	FCO
Forestry Commission			
Forestry England	1,068	Non-Ministerial Department	FC
Forest Services & Commissioners Office	258	Non-Ministerial Department	FC
Forest Research	253	Non-Ministerial Department	FC
Health and Social Care			
Department of Health (excluding agencies)	1,740	Ministerial Department	DH
Medicines and Healthcare Products Regulatory Agency	1,250	Executive Agency	DH
Public Health England	5,550	Executive Agency	DH
Human Tissue Authority	48	Executive NDPB	DH
Human Fertilisation and Embryology Authority	63	NDPB	DH
NHS Digital	2,891	NDPB	DH
HM Revenue and Customs			
HM Revenue and Customs (excluding agencies)	64,870	Non-Ministerial Department	HMRC
Valuation Office	3,510	Executive Agency	HMRC
HM Treasury			
HM Treasury (excluding agencies)	1,590	Ministerial Department	HMT
Government Internal Audit Agency	450	Executive Agency	HMT

Organisation	2020-21 Head-count	2020-21 Status	Expert Services Contribution Group
National Infrastructure Commission	**40**	Executive Agency	HMT
Office for Budget Responsibility	**40**	Executive Agency	HMT
UK Government Investments	**100**		HMT
UK Debt Management Office	**110**	Crown NDPB	HMT
Chancellor's other departments			
National Savings and Investments	**190**	Non-Ministerial Department and Executive Agency	NS&I
Government Actuary's Department	**210**	Non-Ministerial Department	GAD
Home Office			
Home Office (excluding agencies)	**34,210**	Ministerial Department	HO
Disclosure and Barring Service	**1,216**	NDPB	HO
Gangmasters and Labour Abuse Authority	**126**	NDPB	HO
Office of the Immigration Services Commissioner (OISC)	**55**	Executive NDPB	HO
College of Policing	**664**	NDPB	HO
Independent Office for Police Conduct	**1,030**	NDPB	HO
Security Industry Authority	**243**	NDPB	HO
International Development			
Department for International Development	**2,730**	Ministerial Department	DFID
International Trade			
Department for International Trade	**2,160**	Ministerial Department	DIT
Trade Remedies Authority	**150**	Ministerial Department	DIT
Justice			

Organisation	2020-21 Head-count	2020-21 Status	Expert Services Contribution Group
Ministry of Justice (excluding agencies)	**4,490**	Ministerial Department	MOJ
Her Majesty's Courts and Tribunals Service	**15,750**	Executive Agency	MOJ
Her Majesty's Prison and Probation Service	**52,720**	Executive Agency	MOJ
Legal Aid Agency	**1,190**	Executive Agency	MOJ
The Office of the Public Guardian	**1,500**	Executive Agency	MOJ
Criminal Cases Review Commission	**82**	Executive NDPB	MOJ
Criminal Injuries Compensation Authority	**310**	Executive Agency	MOJ
Family Justice Council	**1**	NDPB	MOJ
Independent Advisory Council on Deaths in Custody	**3**	NDPB	MOJ
Independent Monitoring Boards	**13**	NDPB	MOJ
Judicial Appointments and Conduct Ombudsman	**7**	NDPB	MOJ
Judicial Appointments Commission	**64**	Executive NDPB	MOJ
Judicial Office of England and Wales	**87**	NDPB	MOJ
Law Commission	**47**	Advisory NDPB	MOJ
The Legal Ombudsman	**244**	NDPB	MOJ
Legal Services Board	**34**	Executive NDPB	MOJ
Judicial Conduct Investigations Office	**11**	NDPB	MOJ
Office for the Accountant General	**10**	Directorate - staff included in MoJ HQ No.	MOJ
Official Solicitor	**212**	NDPB	MOJ
Parole Board	**251**	Executive NDPB	MOJ
Prisons and Probation Ombudsman	**115**	NDPB	MOJ
Government Facility Services Limited	**400**	NDPB	MOJ
Youth Justice Board for England and Wales	**92**	Executive NDPB	MOJ
National Crime Agency			
National Crime Agency	**4,480**	Non-Ministerial Department	NCA
The National Archives			

Organisation	2020-21 Head-count	2020-21 Status	Expert Services Contribution Group
National Archives	**530**	Non-Ministerial Department	TNA
Northern Ireland Office			
Northern Ireland Office	**160**	Ministerial Department	NIO
Office for Nuclear Regulation			
Office for Nuclear Regulation	**519**	Public non-financial corporation	ONR
Office of Qualifications and Examinations Regulation			
Office of Qualifications and Examinations Regulator (Ofqual)	**230**	Non-Ministerial Department	OFQUAL
Office for Standards in Education			
Office for Standards in Education	**1,730**	Non-Ministerial Department	OFSTED
OFWAT			
OFWAT	**260**	Non-Ministerial Department	OFWAT
Office of Rail and Road			
Office of Rail and Road	**320**	Non-Ministerial Department	ORR
Scotland Office			
Scotland Office (incl. Office of the Advocate General for Scotland)	**130**	Ministerial Department	SO
Security Community (GCHQ)			
Security Community (GCHQ)	**6,000**	Non-Ministerial Department	Security Community (GCHQ)
Transport			
Department for Transport (excluding agencies)	**2,920**	Ministerial Department	DFT
Driver and Vehicle Licensing Agency	**6,200**	Executive Agency	DFT
Driver and Vehicle Standards Agency	**4,740**	Executive Agency	DFT
Maritime and Coastguard Agency	**1,130**	Executive Agency	DFT
Vehicle Certification	**220**	Trading Fund	DFT

Organisation	2020-21 Head-count	2020-21 Status	Expert Services Contribution Group
Agency			
High Speed 2 Ltd	**1,400**	NDPB	DFT
Northern Lighthouse Board	**199**	NDPB	DFT
Transport Focus	**47**	NDPB	DFT
UK Export Finance			
UK Export Finance	340	Ministerial Department	UKEF
UK Statistics Authority			
UK Statistics Authority	4,740	Non-Ministerial Department	UKSA
Wales Office			
Wales Office	**50**	Ministerial Department	WO
Work and Pensions			
Department for Work and Pensions	**78,180**	Ministerial Department	DWP
Health and Safety Executive	**2,460**	Crown NDPB	DWP
National Employment Savings Trust Corporation	**240**	NDPB	DWP
Office of the Pensions Ombudsman	**72**	NDPB	DWP
Money and Pensions Service (MaPS)	**87**	NDPB	DWP
The Pensions Regulator	**675**	NDPB	DWP
Parliamentary Bodies			
House of Lords Administration	**630**	Parliamentary Body	HOL
Independent Parliamentary Standards Authority	**71**	Parliamentary Body	IPSA
National Audit Office	**785**	Parliamentary Body	NAO
Total	**460253**		

Annex 2: Apprenticeship Standards available as part of the requirement

Professions lots	Forecasted annual volumes	No of standards	Levels and Standards
Lot 1 Operational Delivery	3,153	4	• Level 2 Customer service practitioner - ST0072 • Level 3 Customer service specialist - ST0071 • Level 3 Business administrator - ST0070 • Level 3 Public service operational delivery officer - ST0314
Lot 2 Business Administration	1,015	4	• Level 3 Team leader and supervisor - ST0384 • Level 5 Operations and departmental manager - ST0385 • Level 6 Chartered manager (degree) - ST0272 • Level 7 Senior leader (degree) - ST0480
Lot 3 HR	146	3	• Level 3 HR support - ST0239 • Level 5 HR consultant and partner - ST0238 • Level 5 Learning and development consultant and business partner - ST0563
Lot 4 Finance	75	3	• Level 3 Assistant accountant AAT, CIPFA - ST0002 • Level 4 Professional accounting or taxation technician AAT, ACCA, CIMA, ICAEW, CIPFA - ST0003 • Level 7 Accountancy or taxation professional ACCA, CIMA, ICAEW, CIPFA - ST0001
Lot 5 Commercial	36	1	• Level 4 Commercial procurement and supply - ST0313
Lot 6 Policy	136	1	• Level 4 Policy Officer - ST0526
Lot 7 Project Management	99	2	• Level 4 Associate Project Manager - ST0310 • Level 6 Project Manager (degree) - ST0411

Professions lots	Forecasted annual volumes	No of standards	Levels and Standards
Lot 8 Digital	236	22	• Level 3 Information Communications Technician – ST0973 (which replaced previous title Level 3 Infrastructure Technician that was withdrawn on 31 July 2021) - ST0125 • Level 3 Software development technician - ST0128 • Level 4 DevOps engineer - ST0825 • Level 4 Software developer - ST0116 • Level 4 IS business analyst - ST0117 • Level 4 Data analyst - ST0118Level 4 Cyber security technologist - ST0021 and ST0124 • Level 4 Network engineer - ST0127 • Level 4 Software Tester - ST0129 • Level 6 Digital and technology solutions professional (integrated degree) - ST0119 • Level 6 Digital and technology solutions professional (integrated degree) IT Consultant - ST0119 • Level 6 Digital and technology solutions professional (integrated degree) Network Engineer - ST0119 • Level 6 Digital and technology solutions professional (integrated degree) Software Engineer - ST0119 • Level 6 Cyber security technical professional (integrated degree) - ST0409 • Level 6 Digital and technology solutions professional (integrated degree) Data Analyst - ST0119 • Level 7 Digital and technology solutions specialist (integrated degree) - ST0482 • Level 7 Digital and technology solutions specialist (integrated degree) Cyber Security - ST0482

Professions lots	Forecasted annual volumes	No of standards	Levels and Standards
			• Level 7 Digital and technology solutions specialist (integrated degree) Data & Analytics - ST0482 • Level 7 Digital and technology solutions specialist (integrated degree) Enterprise Architect - ST0482 • Level 7 Digital and technology solutions specialist (integrated degree) IT operations management specialist - Cloud - ST0482 • Level 7 Digital and technology solutions specialist (integrated degree) IT/Digital Futures - DevOps - ST0482 • Level 7 Digital and technology solutions specialist (integrated degree) Software Engineer - ST0482
Total	**4,896**	**40**	

Part B: Authority Clarifications to Supplier Responses

redacted

Part C: Supplier's Response to Authority's Statement of Requirements

Lot 1B (North West), Lot 1C (Yorkshire and Humber) and Lot 1G (South East) of Lot 1 (Operational Delivery)

redacted

Schedule 2.2 Performance Levels

CSR/128 - The Civil Service Central Apprenticeship Training and Related Services

1. Civil Service Apprenticeship Unit (CSAU)

The Civil Service Apprenticeship Unit (as defined in the Statement of Requirement) contract management team will be working with successful Supplier(s) as part of mobilisation and contract delivery.

2. NOT USED

3. Mobilisation

3.1 From the date of contract award to the Contract Commencement Date (planned as November 2021), the successful Supplier(s) will be responsible for ensuring the effective mobilisation and transition of the service in partnership with the CSAU (on behalf of both the Authority and the Authority Service Recipients) to ensure the new service is fully operational by November 2021 in order to enrol new Apprentices. The mobilisation phase is fundamental to ensure a smooth transition and minimum disruption to existing and new Apprentices.

3.2 As part of enrolling new Apprentices, from the Contract Commencement Date, the Supplier will receive Services Request Forms from Civil Service Departments (defined in the Contract as Authority Service Recipients); therefore, the Supplier must be adequately mobilised with the capacity and capability to deliver the required service to ensure new Apprentices are on programme within a maximum of 12 weeks.

3.3 The Supplier will be expected to adhere to the implementation requirements set out in the Statement of Requirement, which includes setting out a clear timeline for the mobilisation of its requirements so that the Supplier is able to commence the delivery of the Services from the Contract Commencement Date. The CSAU (on behalf of both the Authority and the Authority Service Recipients) will closely work with the Supplier to monitor progress against the implementation requirements.

4. Key Performance Indicators

4.1 Table 1 below, sets out the Key Performance Indicators which the Parties have agreed shall be used to measure the performance of the Services by the Supplier.

4.2 From the Contract Commencement Date, the Supplier shall monitor its performance against each KPI and shall send the Authority a report detailing the level of service actually achieved in accordance with Paragraph 7.0 (Performance Management).

4.3 The Authority and Authority Service Recipients will not apply any Service Points for the period from the Contract Commencement Date to 30 June of the first Contract Year (the "Grace Period") but the Supplier will still be required to monitor its performance against each KPI as set out in Table 1 at Paragraph 4.4. After the Grace Period, Service Points shall accrue for any KPI Failure and shall be calculated in accordance with Paragraph 6.2 to 6.4 below.

4.4 The Supplier's performance shall be measured using the following Key Performance indicators:

Table 1

Category	KPIs			Measurement Period	Target Performance Level	Minor KPI Failure	Serious KPI Failure	Severe KPI Failure	KPI Service Threshold
On-boarding	**KPI 1**	**Communication**	Supplier must ensure to confirm receipt of Apprentice's details included in the Services Request form sent by each Authority Service Recipient SPOC (Single Point of Contact) within **48 hours** (working hours).	Monthly	**95%**	**94.9% - 90%**	**89.9% - 85%**	**84.9% - 75%**	**below 75%**
	KPI 2	**Pre enrolment Induction**	Supplier must arrange and deliver pre enrolment induction to Apprentices giving a full walk-through of the programme, answer any questions and explain the application process within **2 weeks** of receiving a valid Apprentice's details.	Weekly	**95%**	**94.9% - 90%**	**89.9% - 85%**	**84.9% - 75%**	**below 75%**

	KPI 3	**Eligibility**	Supplier must provide notification on the status of Apprentice's eligibility within **48 hours** (working hours) of pre enrolment induction to departments (employers).	Weekly	**95%**	**94.9% - 90%**	**89.9% - 85%**	**84.9% - 75%**	**below 75%**
	KPI 4	**Enrolment**	Supplier must ensure Apprentices are enrolled and their record must be visible on the Authority Service Recipient's (employer's) Digital Apprenticeship Service (DAS) account within **2 weeks** of confirmed eligibility.	Fortnightly	**95%**	**94.9% - 90%**	**89.9% - 85%**	**84.9% - 75%**	**below 75%**
	KPI 5	**Induction**	Supplier to arrange and deliver Apprentice induction session in the first **2 weeks** of Apprentice enrolment.	Monthly	**95%**	**94.9% - 90%**	**89.9% - 85%**	**84.9% - 75%**	**below 75%**
	KPI 6	**Enrolment**	Supplier must ensure that individual Apprentices are on-boarded within a maximum of **5 weeks** of receiving a valid Apprentice's details.	Monthly	**95%**	**94.9% - 90%**	**89.9% - 85%**	**84.9% - 75%**	**below 75%**
Talent Coach	**KPI 7**	**Allocation**	Supplier shall ensure that there is a talent coach resource assigned within **1 week** of a Apprentice's details being visible on the DAS.	Monthly	**95%**	**94.9% - 90%**	**89.9% - 85%**	**84.9% - 75%**	**below 75%**
	KPI 8	**Retention**	Supplier shall ensure that Talent coach resource retention rate will not drop below **80%** and must report on retention rates on a monthly basis.	Monthly	**95%**	**94.9% - 90%**	**89.9% - 85%**	**84.9% - 75%**	**below 75%**
	KPI 9	**Replacement**	Supplier shall ensure that there is continuous talent coach support to apprentices and a permanent replacement Talent coach is allocated within **1 week** of the previous Talent	Monthly	**95%**	**94.9% - 90%**	**89.9% - 85%**	**84.9% - 75%**	**below 75%**

			coach departure.						
Ongoing Performance	**KPI 10**	**Progression**	Supplier must ensure each Apprentice and their line manager have a formal progress review every **4 weeks.**	Quarterly	**95%**	**94.9% - 90%**	**89.9% - 85%**	**84.9% - 75%**	**below 75%**
	KPI 11	**Reviews**	Supplier must implement an agreed action plan for Apprentices who are behind expected progression for maximum **2 successive progress reviews.**	Monthly	**95%**	**94.9% - 90%**	**89.9% - 85%**	**84.9% - 75%**	**below 75%**
Delivery	**KPI 12**	**Timetable**	Supplier must ensure diary invitations with timings for each module to be sent **4 weeks** in advance to each Apprentice and their line manager.	Monthly	**95%**	**94.9% - 90%**	**89.9% - 85%**	**84.9% - 75%**	**below 75%**
	KPI 13	**Cancellation**	Supplier must give **24 hours'** notice (working hours) if an Apprentice appointment / learning has to be cancelled and rescheduled.	Monthly	**95%**	**94.9% - 90%**	**89.9% - 85%**	**84.9% - 75%**	**below 75%**
Assessments	**KPI 14**	**Assessments**	Supplier must ensure the assignments are marked and quality feedback provided within **4 weeks** of submission date.	Monthly	**95%**	**94.9% - 90%**	**89.9% - 85%**	**84.9% - 75%**	**below 75%**
	KPI 15	**Assessments**	Supplier must ensure the results of assignments provided within **4 weeks** of submission date.	Monthly	**95%**	**94.9% - 90%**	**89.9% - 85%**	**84.9% - 75%**	**below 75%**
End Point Assessment (EPA)	**KPI 16**	**Completions**	Supplier shall ensure that Apprentices are ready at least **8 weeks** ahead of the EPA (measured by gateway declaration being completed).	Monthly	**95%**	**94.9% - 90%**	**89.9% - 85%**	**84.9% - 75%**	**below 75%**

	KPI 17	**Completions**	Supplier must work towards Pass /distinctions at EPA is no less than **80%.**	Monthly	**95%**	**94.9% - 90%**	**89.9% - 85%**	**84.9% - 75%**	**below 75%**
Performance Management Information	**KPI 18**	**Data**	Supplier must provide Apprenticeship MI Data by **5 Working Days** with 100% accuracy to individual departments and Profession Leads upon request.	weekly	**95%**	**94.9% - 90%**	**89.9% - 85%**	**84.9% - 75%**	**below 75%**
	KPI 19	**Data**	Supplier must ensure to provide central contract MI Data by **5 Working Days** with 100% accuracy.	Monthly	**95%**	**94.9% - 90%**	**89.9% - 85%**	**84.9% - 75%**	**below 75%**
Customer Satisfaction	**KPI 20**	**Queries**	Supplier must ensure to respond to initial enquiries within **24 hours (working hours)** of receipts.	Monthly	**95%**	**94.9% - 90%**	**89.9% - 85%**	**84.9% - 75%**	**below 75%**
	KPI 21	**Queries**	Supplier must ensure to resolve telephone and email enquiries within **5 Working Days** of receipt.	Monthly	**95%**	**94.9% - 90%**	**89.9% - 85%**	**84.9% - 75%**	**below 75%**
	KPI 22	**Complaints**	Supplier must ensure to confirm receipt of any complaint received **within 24 hours (working hours).**	Monthly	**95%**	**94.9% - 90%**	**89.9% - 85%**	**84.9% - 75%**	**below 75%**
	KPI 23	**Complaints**	Supplier must ensure to provide resolutions (or holding responses if complicated) to complaints or issues within **5 Working Days** of receipt and making learners aware of complaints procedures and timelines.	Monthly	**95%**	**94.9% - 90%**	**89.9% - 85%**	**84.9% - 75%**	**below 75%**

4.5 The Supplier shall also comply with the following (which link to the KPIs set out in Table 1 above):

Table 2

Service Level Agreement (SLA)			Reporting Frequency	Target Performance Level	Minor KPI Failure	Serious KPI Failure	Severe KPI Failure	KPI Service Threshold
SLA1	**Enrolment**	Supplier shall ensure efficiency of enrolment of Apprentices within a maximum of 12 weeks utilising other government cohorts if required (with small tolerance for exceptional cases only) that aligns with KPI 6.	Quarterly	**95%**	**94.9% - 90%**	**89.9% - 85%**	**84.9% - 75%**	**below 75%**
SLA2	**Quality of Delivery and on-boarding**	Supplier shall support Authority Service Recipients to ensure retention of Apprentices on schemes, limiting withdrawals to a maximum 10% withdrawal rate, providing early warning of 'amber' performance rating and providing incentives to reduce drop-outs.	Quarterly	**95%**	**94.9% - 90%**	**89.9% - 85%**	**84.9% - 75%**	**below 75%**
SLA3	**Timetable**	Supplier shall ensure that each Apprentice and their line manager are notified of any changes to Apprenticeship programme timetable at least 1 month before scheduled change.	Quarterly	**95%**	**94.9% - 90%**	**89.9% - 85%**	**84.9% - 75%**	**below 75%**
SLA4	**Notification of meetings**	Supplier shall ensure that invitation to monthly "skills coach" meetings are shared with each Apprentice and their line manager at least one month in advance of the date of the meeting.	Monthly	**95%**	**94.9% - 90%**	**89.9% - 85%**	**84.9% - 75%**	**below 75%**
SLA5	**Attendance/ Cancellation**	Supplier is expected to rearrange workshops when 25% of attendees are unable to attend at least one week beforehand or put on another workshop.	Monthly	**95%**	**94.9% - 90%**	**89.9% - 85%**	**84.9% - 75%**	**below 75%**
SLA6	**Delivery**	Supplier will be expected to give adequate notice if any learning/ coaching is cancelled and rescheduled using the agreed format of communication. However, where a problem is anticipated at least **2 weeks** prior to any learning/ coaching then Supplier must ensure that the Apprentices are made aware of the new schedule **one week** prior to the date of any learning/ coaching session.	Monthly	**95%**	**94.9% - 90%**	**89.9% - 85%**	**84.9% - 75%**	**below 75%**

SLA7	**Progression**	Supplier will be expected to notify the SPOC within **5 Working Days** whenever the Apprentice's progress performance is rated as "Red" and provide the reason for the red rating being given.	Monthly	**95%**	**94.9% - 90%**	**89.9% - 85%**	**84.9% - 75%**	**below 75%**
SLA8	**Talent Coach**	Supplier shall ensure talent coaches/Assessors are available to engage with Apprentices within a maximum of 4 weeks post enrolment.	Monthly	**95%**	**94.9% - 90%**	**89.9% - 85%**	**84.9% - 75%**	**below 75%**
SLA9	**Talent Coach**	Supplier shall provide notification of any proposed changes to talent coaches/Assessors at least 2 weeks prior to the change taking place.	Monthly	**95%**	**94.9% - 90%**	**89.9% - 85%**	**84.9% - 75%**	**below 75%**
SLA10	**Line Management engagement**	Supplier to arrange line manager induction sessions at least 1 week after Apprentices are enrolled and record is visible on employer's Digital Apprenticeship Service (DAS) account.	Monthly	**95%**	**94.9% - 90%**	**89.9% - 85%**	**84.9% - 75%**	**below 75%**
SLA11	**Line Management engagement**	Supplier to engage with the Apprentice's line manager to ensure that they are satisfied with delivery through surveys issued on a (quarterly) basis.	Quarterly	**95%**	**94.9% - 90%**	**89.9% - 85%**	**84.9% - 75%**	**below 75%**
SLA12	**Satisfaction**	Supplier to engage with the Apprentice's line manager to ensure that they are satisfied with delivery through surveys issued on a (quarterly) basis.	Quarterly	**95%**	**94.9% - 90%**	**89.9% - 85%**	**84.9% - 75%**	**below 75%**
SLA13	**Satisfaction**	Supplier to engage with Apprentices to ensure that they are satisfied with learning through pulse surveys issued on a (weekly/quarterly) basis.	Monthly	**95%**	**94.9% - 90%**	**89.9% - 85%**	**84.9% - 75%**	**below 75%**
SLA14	**Continuous Improvement**	The Supplier will be expected to work with Civil Service departments, Professions Leads and the Authority to discuss and agree on at least an annual basis reasonable suggestions for new or potential improvements, innovations, modifications, development or changes to the provisions of the services to drive and improve learner experience. The supplier at its own costs will use reasonable	Every 6 Months	**95%**	**94.9% - 90%**	**89.9% - 85%**	**84.9% - 75%**	**below 75%**

		efforts to work to implement at least one initiative per annum to enhance the provision of the services to improve the learner experience. The supplier shall implement appropriate system and business processes which enable the supplier to: 1. Monitor the quality, efficiencies and productivity of the provision of the services; and to continuously monitor any improvements over time 2. Identify and present lessons learnt in relations to the provisions of the services which can be implemented by the supplier to improve the services. The supplier will carry out regular and appropriate market analysis and present findings to monitor and assess: 1. Developments of innovation that may be applicable to services 2. Development of good industry practices which may be applicable to services 3. The manner in which other organisations are delivering similar goods or services to achieve improvements in quality, efficiencies and productivity relevant to the services.						

5. **Review of Targets**

Changes to KPIs shall be dealt with in accordance with Clauses 8.4 and 8.5 (Changes to Key Performance Indicators) of the Contract.

6. **Service Points and Repeat KPI Failures**

Service Points

6.1 The CSAU (on behalf of both the Authority and the Authority Service Recipients) shall use the following system to monitor the performance of the Supplier through the application of Service Points.

6.2 If the level of performance of the Supplier during a Measurement Period achieves the Target Performance Level in respect of a Key Performance Indicator, no Service Points shall applied to the Supplier in respect of that Key Performance Indicator.

6.3 After the Grace Period, if the level of performance of the Supplier during a Measurement Period is below the Target Performance Level in respect of a Key Performance Indicator, Service Points shall accrue to the Supplier in respect of that Key Performance Indicator as set out in Paragraph 6.4 below.

6.4 The number of Service Points that shall accrue to the Supplier in respect of a KPI Failure shall be the applicable number set out in Table 3 below depending on whether the KPI Failure is a Minor KPI Failure, a Serious KPI Failure or a Severe KPI Failure, unless the KPI Failure is a Repeat KPI Failure when the provisions of Paragraphs 6.5 and 6.6 below shall apply.

Table 3

	Service Availability Severity Levels	Service point	Description
Gold	**Above Target Performance Level 100%**	**0**	To be reviewed as part of quarterly performance monitoring reviews to ensure alignment with specified requirements of the Services and to encourage continuous improvement.
Green	**Target Performance Level 95%**	**0**	No action required.
Amber	**Minor KPI Failure 94.9% - 90%**	**1**	Where this amounts to a Material KPI Failure, the CSAU (on behalf of both the Authority and the Authority Service Recipients) will require the Supplier to identify the reason(s) for not meeting the minimum service requirements. The CSAU will work with the Supplier to agree a Rectification Plan towards meeting minimum service requirements. The Supplier shall complete the Rectification Plan (a template of which has been included at appendix A of this Schedule 2.2) in accordance with Clause 29.3 (Rectification Plan Process) which shall include SMART objectives that are time specific and will require regular updates on
	Serious KPI Failure 89.9% - 85%	**2**	
	Severe KPI Failure 84.9% - 75%	**2**	

			progress-to-date. Progress against the action plan will be monitored at each **contract review meeting**.
Red	**KPI Service Threshold below 75%**	**3**	As above but if the Supplier fails to improve performance despite the Rectification Plan being in place for six (6) months and continues to fail to meet any KPI Service Threshold the Authority may deem this a material Default which has not been remedied and may terminate in accordance with Clause 32.1.5 of the Contract.

Repeat KPI Failures

6.5 If a KPI Failure occurs in respect of the same Key Performance Indicator in any two consecutive Measurement Periods, the second and any subsequent such KPI Failure shall be a "Repeat KPI Failure".

6.6 The number of Service Points that shall accrue to the Supplier in respect of a KPI Failure that is a Repeat KPI Failure shall be calculated as follows:

SP = P x 2

where:

SP = the number of Service Points that shall accrue for the Repeat KPI Failure; and

P = the applicable number of Service Points for that KPI Failure as set out in Table 3 depending on whether the Repeat KPI Failure is a Minor KPI Failure, a Serious KPI Failure, a Severe KPI Failure or a failure to meet the KPI Service Threshold.

Worked Example

*The highest severity level of KPI failure (where performance of a KPI falls below 75%) is **3 Service Points.** As there are, 37 Key Performance indicators if Supplier achieves 75% for all 37 KPIs in any period of 2 months then it would amount to a Critical Performance Failure.*

However If the Supplier achieves 92% for KPI1 (Communication) in a given Measurement Period, it will incur a Minor KPI Failure for KPI1 in that Measurement Period and accordingly accrue 1 Service Point. If, in the next Measurement Period, it achieves 80% for KPI1 (Communication), it will incur a Severe KPI Failure and accordingly accrue 2 Service Points but, as the failure is a Repeat Failure, this amount is doubled and so the Supplier will incur 4 Service Points for the failure (i.e. SP = 2 x 2). If, in the next Measurement Period, the Supplier achieves 80% for KPI1 (Communication), the Supplier will again incur 4 Service Points.

7. Performance Management

Reports

7.1 To ensure the delivery of the Services meets the expectations of the Authority

and the Authority Service Recipients, the Supplier will be required to provide contract management reports to the Authority on its performance of the Services and the operation of the Contract prior to the date of the formal contract review meetings.

7.2 Unless otherwise agreed in writing by the Parties, the Supplier shall provide the reports in accordance with the following timescales:

Date Due	Frequency
Monthly Reporting	Within the first week of each month for the preceding month
Quarterly reporting	Within the first week of each Quarter for the previous quarter
Annual Reporting	Within the first month of each Contract Year for the preceding Contract Year

7.3 Unless otherwise agreed by the Parties, each report shall contain:

7.3.1 details of the performance of the Supplier when assessed in accordance with the KPIs since the last such performance report;

7.3.2 details of any complaints by the Authority or any Authority Service Recipient regarding the provision of Services and any complaints from Apprentices, their nature and the way in which the Supplier has responded to such complaints since the last review meeting written report;

7.3.3 details of any internal matters which may impact the Supplier's Apprenticeship programmes;

7.3.4 details of the performance of any Sub-Contractors engaged by the Supplier;

7.3.5 the information specified in paragraph 10 (Management and Administration of the Services) of the Statement of Requirement;

7.3.6 details of the Supplier's monthly Apprenticeship Levy spend;

7.3.7 the monthly report must provide a breakdown of on-boarding and progression activity;

7.3.8 the quarterly report must provide evidence of savings, benefits (including continuous improvements to Services);

7.3.9 a status report in relation to the implementation of any current Rectification Plans; and

7.3.10 such other information as reasonably required by the Authority.

Performance Monitoring Meetings (Contract Review)

7.4 Performance monitoring meetings will be organised by the CSAU contract management team (on behalf of the Authority and the Authority Service Recipients). Performance monitoring meetings will occur monthly for the first three (3) months of the Contract. After the first three (3) months of the

Contract, performance monitoring meetings will occur at least quarterly unless the Authority notifies the Supplier otherwise including, for the avoidance of doubt, where the Supplier's performance against the KPIs requires the Parties to attend more regular meetings. The Parties shall attend a performance monitoring meeting within the first month of each quarter to review the performance of the Supplier under this Contract in the previous quarter, and to discuss matters generally arising under this Contract.

7.5 The role and purpose of each performance monitoring meeting will focus on monitoring the performance and quality of Services delivered by the Supplier, as well as to facilitate a collaborative working relationship between the Authority and the Authority Service Recipients and the Supplier and an open and transparent exchange of information and views and encourage the identification of issues or potential issues and their resolution including (without limitation):

7.5.1 to discuss the content of the report supplied by the Supplier in accordance with Paragraphs 7.1 to 7.3 above;

7.5.2 to ensure that the Supplier is meeting contracted performance reporting responsibilities, including the KPIs and to make recommendations as to potential updates, modifications and/or improvements in order to improve the Services;

7.5.3 to monitor and evaluate current performance, levels of activity, outcomes and quality of the Services;

7.5.4 to highlight any concerns surrounding the performance of the Services and identify relevant actions which may need to be agreed between the Parties;

7.5.5 to highlight any concerns the Parties have in relation to the Services, including capacity and risk;

7.5.6 to review the Supplier's monthly Apprentice Levy spend, and any Contract Charges incurred;

7.5.7 review the performance of the Supplier's talent coaches/tutors in delivering the required outcomes for Apprentices; and

7.5.8 review and consider such other matters as may be relevant to this Contract as agreed between the Parties from time to time.

7.6 The role of the Supplier attending the performance monitoring meetings is to:

7.6.1 comply with the reporting requirements set out in this Schedule 2.2;

7.6.2 supply the CSAU (on behalf of the Authority and the Authority Service Recipient) with all required MI Data at least 5 Working Days prior to the scheduled meetings. Such MI Data shall be provided by the Supplier using the template included at Appendix B of this Schedule 2.2.

7.6.3 Complete all actions agreed between the Parties at each meeting; and

7.6.4 provide an update on Apprenticeship Levy figures on a monthly basis.

7.7 The Authority shall take minutes of each performance monitoring meeting and shall circulate draft minutes to the Supplier within 5 Working Days of each performance monitoring meeting for their approval. Such approval should be given or withheld by the Supplier within ten Working Days of receipt of such minutes. Where no response is received within such period, the Supplier will be deemed to have agreed the content of the relevant minutes.

Annual Review

7.8 The CSAU (on behalf of the Authority and the Authority Service Recipient) will undertake an annual review of the Services, including:

7.8.1 an audit of Supplier's processes for recruiting, training and managing talent coaches and tutors; and

7.8.2 meeting with Apprentices, line managers and end users to discuss the performance of the Supplier in relation to the Services.

7.9 The CSAU contract management team (on behalf of the Authority and the Authority Service Recipient) will need to investigate any issues identified as part of an annual review and shall work with the Supplier to agree an action plan for resolving the issues identified. If agreement cannot be reached the matter shall be referred to, and resolved in accordance with, the Dispute Resolution Procedure.

8. Sharing of Information

Without prejudice to the provisions of this Schedule 2.2, at any time, on reasonable request from the Authority, the Supplier will supply the Authority with such information and reports as the Authority reasonably requires from time to time in relation to the Services.

9. Security Working Group

The Authority will set up a security working group, consisting of the CSAU, the Supplier, and the Authority security team, to review the Supplier's (and its Sub-Contractors) compliance with Schedule 4 (Security) of the Contract. The security working group will also be the approval mechanism for all new uses of data by the Supplier and its Sub-Contractors, including the use of new tools. The group attendees will also discuss security issues such as breaches. The security working group will meet on a quarterly basis, coinciding with the financial year where possible.

APPENDIX A TEMPLATE RECTIFICATION ACTION PLAN

Service Level	Current Performance Level	Issue / reason identified	Action to be taken	Expected outcomes	Owner	Timescale
Specify the reference number of the relevant KPI.	*Input current performance level, current date and RAG status.*	*Is the supplier aware of the problem? Is there a clear failure to perform? Has the Authority contributed to the failure in any material way? How significant is the problem? What are the relevant conditions of contract?*	*What is the proposed solution? What is the cost of resolution? Dates of progress meetings and reviews? Agreed problem-solving mechanisms and dispute resolution processes?*	*Specify SMART objectives and expected outcomes (i.e. anticipated service improvements).*	*Who shall be responsible for the required action and delivery of the outcomes?*	*Specify a deadline for action to be completed.*

APPENDIX B TEMPLATE MI DATA FORM

Appendix H -
Management Informa

CONTRACT SCHEDULE 3: CONTRACT CHARGES, PAYMENT AND INVOICING

1. GENERAL PROVISIONS

1.1 This Contract SCHEDULE 3 details:

1.1.1 the Contract Charges for the Services under this Contract; and

1.1.2 the payment terms/profile for the Contract Charges;

1.1.3 the invoicing procedure; and

1.1.4 the procedure applicable to any adjustments of the Contract Charges.

2. CONTRACT CHARGES

2.1 The Contract Charges which are applicable to this Contract are set out in Annex 1 of this SCHEDULE 3.

2.2 The Supplier acknowledges and agrees that:

2.2.1 the Contract Charges cannot be increased during the Contract Period; and

2.2.2 the Authority or Authority Service Recipient (as applicable) is not responsible for any changes to the amount of Apprenticeship Levy payable to the Supplier and such changes shall be made by ESFA.

3. COSTS AND EXPENSES

3.1 The Contract Charges include all costs and expenses relating to the Services and/or the Supplier's performance of its obligations under this Contract and no further amounts shall be payable by the Authority or the Authority Service Recipient (as applicable) to the Supplier in respect of such performance, including in respect of matters such as:

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

3.1.2 any amount for any services provided or costs incurred by the Supplier prior to the Contract Commencement Date.

4. PAYMENT TERMS/PAYMENT PROFILE

4.1 The payment terms/profile which are applicable to this Contract are set out in Annex 2 of this SCHEDULE 3.

5. INVOICING PROCEDURE

5.1 The Supplier shall, unless otherwise specified by the Authority, submit all invoices monthly in arrears to individual ordering points or as instructed by the Authority.

5.2 The Authority or the Authority Service Recipient (as applicable) shall pay all sums properly due and payable to the Supplier in cleared funds within thirty (30) days of receipt of a Valid Invoice, submitted to the address specified by the Authority (as applicable) in the Services Request Form and in accordance with the provisions of this Contract.

5.3 The Supplier shall ensure that each invoice (whether submitted electronically through a purchase-to-pay (P2P) automated system (or similar) or in a paper form, as the Authority or the Authority Service Recipient (as applicable) may specify (but, in respect of paper form, subject to Paragraph 5.4 below)):

5.3.1 contains:

5.3.1.1 all appropriate references, including the unique order reference number set out in the Services Request Form; and

5.3.1.2 a detailed breakdown of the Services and Deliverable(s) within this Contract to which the Services relate, against the applicable due and payable Contract Charges; and

5.3.2 shows separately: the VAT added to the due and payable Contract Charges in accordance with Clause 16.5 (Contract Charges and Payment – VAT) of this Contract and the tax point date relating to the rate of VAT shown; and

5.3.3 it is supported by any other documentation reasonably required by the Authority or the Authority Service Recipient (as applicable) to substantiate that the invoice is a Valid Invoice.

5.4 If the Authority or the Authority Service Recipient (as applicable) is a Central Government Body, the Authority's or, where relevant, any Authority Service Recipient's right to request paper form invoicing shall be subject to procurement policy note 11/15 (available at **Procurement policy note 11/15: unstructured electronic invoices - Publications - GOV.UK** which sets out the policy in respect of unstructured electronic invoices submitted by the Supplier to the Authority or, where relevant, any Authority Service Recipient (as may be amended from time to time).

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

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

5.7 The Supplier shall submit invoices directly to the Authority's or the Authority Service Recipient's (as applicable) billing address set out in the Services Request Form.

6. ADJUSTMENT OF CONTRACT CHARGES

6.1 The Contract Charges shall only be varied due to a Specific Change in Law in relation to which the Parties agree that a change is required to all or part of the Contract Charges in accordance with Clause 15.1 to 15.3 (Legislative Change) of this Contract.

CONTRACT SCHEDULE 3: ANNEX 1 - CONTRACT CHARGES

1. ADDITIONAL PAYMENT PROVISIONS

1.1 The Supplier shall adhere to the Apprenticeship Levy system for Apprenticeships and details of how the government funds Apprenticeship training in England from May 2017 is available at: **https://www.gov.uk/hmrc-internal-manuals/apprenticeship-levy**.

1.2 The Supplier shall work with each Civil Service Department (employer) and shall agree a total price for all aspects of the provision, which should be set within the maximum funding band set by ESFA so that the Civil Service Department (employer) is not required to provide any top-up funding. This will include the costs of activity directly related to the Apprenticeships and other costs directly related to the Apprenticeships in accordance with the Apprenticeship funding and performance-management rules for Training Providers, outlined in the link below: https://www.gov.uk/guidance/apprenticeship-funding-rules#the-latest-rules-2019-to 2020. The Supplier shall ensure delivery of Apprenticeship training within the ESFA's funding bands, and shall honour the existing funding bands for any existing Apprenticeships in the event that the funding bands change.

1.3 All costs agreed between the Supplier and the Civil Service Department (employer) will be set out in the Services Request Form.

1.4 The Supplier shall ensure that for each Apprenticeship Standard, the funding agreed pursuant to paragraph 1.3 above includes the cost of the End Point Assessment (**"EPA"**) agreed with the Apprentice assessment organisation.

1.5 The Supplier shall make it explicitly clear if resit costs are covered in the pricing. If they are not covered, these costs must be agreed with the Civil Service Department (employer) prior to entry of the Services Request Form and such costs must be agreed and expressly included in the Services Request Form. Notwithstanding the foregoing, each Supplier will ensure that the Contract Charges include one free resit for each Apprentice.

1.6 The Supplier shall adhere to the following process once the Apprenticeship training has started. Monthly payments for the Apprenticeship Levy will be automatically taken from the Civil Service Department (employer) employer's account and sent to the Supplier and the Supplier shall be responsible for passing on any relevant funds to the End Point Assessment organisation.

1.7 Notwithstanding paragraph 1.3 above, the Supplier shall support the Civil Service Departments when/if they request Additional Services, which take the costs above the relevant funding band. The costs for the Additional Services will sit outside of, and will be paid in addition to, the Digital Apprenticeship Service (**"DAS"**) and such costs must be agreed between the Supplier and relevant Civil Service Department (employer) and set out in the respective Services Request Form.

1.8 The Supplier acknowledges and agrees that each Civil Service Department (employer) will be liable to pay the Supplier directly for any agreed Additional Services, which takes the costs above the relevant funding band. In addition, no payments shall be made by the Civil Service Department (employer)

directly to Sub-Contractors. The Supplier will be responsible for paying Sub-Contractors.

1.9 The Supplier acknowledges and agrees that each Civil Service Department (employer) shall specify which payment option(s) they will require, for any Services and charges outside of the DAS through the Services Request Form. The Supplier's systems shall have the ability to support payment options as directed by Civil Service Department (employer)'s to include Government Procurement Card (GPC), Purchase to Pay system (P2P) and manual electronic invoicing arrangements.

1.10 The Supplier shall interface with the Civil Service Department (employer)' e-Commerce (P2P) system when required by the Civil Service Department (employer).

1.11 The Supplier shall provide an alternative solution as agreed with the Civil Service Department (employer) as part of the Services Request Form where the Civil Service Department (employer) does not require a full e-Commerce (P2P) system.

1.12 The Supplier shall comply with the Civil Service Department (employer)'s requirements in respect of authorisation, invoicing and payment processes and procedures specified by individual Civil Service Department (employer). For example, requirements may include, but not be limited to, consolidated invoicing, invoicing by cost centre; electronic invoicing; invoicing to different levels of detail, etc.

2. CONTRACT CHARGES

The following Contract Charges are applicable to the Services provided by the Supplier under this Contract:

Redacted

CONTRACT SCHEDULE 3: ANNEX 2 - PAYMENT TERMS/PROFILE

1. Payment by the Authority or the Authority Service Recipient (as applicable) for the Apprenticeship Levy will be made in accordance with the applicable and in force ESFA funding rules.

2. The Supplier will issue a monthly invoice to the Authority or the Authority Service Recipient (as applicable) for the Contract Charges incurred in the previous month and such invoice will detail spend and costs incurred to date.

3. Each monthly invoice will contain the following:

   3.1 the precise amount the Supplier has drawn down from the Authority's or the Authority Service Recipient's ESFA apprenticeship service account in accordance with its payment structure for that month and cumulatively;

   3.2 any Contract Charges incurred in the previous month; and

   3.3 Services Request Form number and contract reference details.

CONTRACT SCHEDULE 4: SECURITY

1. DEFINITIONS

1.1 In this Contract SCHEDULE 4, the following definitions shall apply:

"Anti-Malicious Software"	means software that scans for and identifies possible Malicious Software in the Information Management System;
"Breach of Security"	means the occurrence of any event that results, or could result, in any: a) any unauthorised access to or use of the Sites, Government Data used by the Authority and/or the Supplier in connection with this Contract, the Services and/or the Information Management System; and/or b) the loss, corruption 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 Authority, any Authority Service Recipient and/or the Supplier in connection with this Contract;
"Certification Requirements"	means the information security requirements set out in Paragraph 5 of PART A of this SCHEDULE 4;
"CHECK Service Provider"	means a company which has been certified by the National Cyber Security Centre, holds "Green Light" status and is authorised to provide the ITHC services which the Supplier must comply with as set out in this SCHEDULE 4;
"CREST Service Provider"	means a company with a SOC Accreditation from CREST International;
"Government Data"	means any 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 Authority Data or the Authority's Confidential Information, and which: a) are supplied to the Supplier by or on behalf of the Authority or any Authority Service Recipient; or b) the Supplier is required to generate, process, store or transmit pursuant to a Contract;
"Higher Risk Sub-contractor"	means a Sub-Contractor that Processes Government Data, where that data includes either: the Personal Data of 1000 or more individuals in aggregate during the Contract Period; or Special Category Personal Data, other than information about the access or dietary requirements of the individuals concerned;

"Incident Management Process"	means the process which the Supplier shall implement immediately after it becomes aware of a Breach of Security which is intended to restore normal operations as quickly as possible, minimising any adverse impact on the Government Data, the Authority or any Authority Service Recipient, the Services and/or users of the Services and which shall be shall be prepared by the Supplier in accordance with Paragraph 9 (Breach of Security) of PART A of this SCHEDULE 4 using the template included at SCHEDULE 4: ANNEX 1 (Security Management Plan) of this SCHEDULE 4: ANNEX 1;
"Information Assurance Assessment"	means the set of policies, procedures, systems and processes which the Supplier shall implement, maintain and update in accordance with Paragraph 3 (Information Security Approval Statement) of PART A of this SCHEDULE 4 in order to manage, mitigate and, where possible, avoid information security risks including cyber-attacks, hacks, data leaks, Personal Data Breaches and/or theft and which shall be prepared by the Supplier using the template included at SCHEDULE 4: ANNEX 1 (Security Management Plan template) of this SCHEDULE 4: ANNEX 1;
"Information Management System"	means those parts of the Supplier System, and any Authority Systems, that the Supplier or its Sub-Contractors will use to provide the Services that require the Supplier or any Sub-Contractor to Process Government Data; and the associated information assets and systems including organisational structure, controls, policies, practices, procedures, processes and resources;
"Information Security Approval Statement"	means a notice issued by the Authority which sets out the information risks which the Supplier has identified as being associated with using the Information Management System and confirms that the Authority: (i) is satisfied that the identified risks have been adequately and appropriately addressed; (ii) the Authority has accepted the residual risks; and (iii) the Supplier may use the Information Management System to Process Government Data;
"ITHC"	means the testing of the Information Management System by a CHECK Service Provider or a CREST Service Provider;
"Malicious Software"	means a Virus or Vulnerability;
"Medium Risk Sub-contractor"	means a Sub-Contractor that Processes Government Data, where that data includes the Personal Data of between 100 and 999 individuals (inclusive) during the Contract Period, and does not include Special Category Personal Data, other than information about

	the access or dietary requirements of the individuals concerned;
"Required Changes Register"	means the register within the Security Management Plan which is to be maintained and updated by the Supplier and which shall record each of the changes that the Supplier shall make to the Information Management System and/or the Security Management Plan as a consequence of the occurrence of any of the events set out in Paragraph 4.2 (Compliance Reviews) of PART A of this SCHEDULE 4, together with the date by which such change shall be implemented and the date on which such change was implemented;
"Risk Register"	is the risk register within the Information Assurance Assessment which is to be prepared and submitted to the Authority for approval in accordance with the requirements set out in Paragraph 3 (Information Security Approval Statement) of PART A of this SCHEDULE 4;
"Security Management Plan"	means the Supplier's security management plan prepared pursuant to the requirements set out in PART A of this SCHEDULE 4, and which comprises: (i) the Information Assurance Assessment; (ii) the details included at SCHEDULE 7 (Data Processing Activities) of the Contract; (iii) the Required Changes Register; and (iv) the Incident Management Process, which shall be prepared by the Supplier using the template included at SCHEDULE 4: ANNEX 1 (Security Management Plan) of this SCHEDULE 4: ANNEX 1;
"Special Category Personal Data"	means the categories of Personal Data set out in article 9(1) of the UK GDPR;
"Virus"	means any program which contains malicious code or infiltrates or damages a computer system without the owner's informed consent or is designed to do so or which is hostile, intrusive or annoying to the owner or user and has no legitimate purpose;
"Vulnerability"	means a weakness in the computational logic (for example, code) found in software and hardware components that, when exploited, results in a negative impact to confidentiality, integrity, or availability, and the term **"**Vulnerabilities**"** shall be construed accordingly; and
"Vulnerability Correction Plan"	shall have the meaning given to it in Paragraph 6.4 of PART A of this SCHEDULE 4.

PART A - ASSURANCE REQUIREMENTS

1. INTRODUCTION

1.1 The purpose of this PART A of this Contract SCHEDULE 4 is to set out:

1.1.1 the arrangements the Supplier must implement before, and comply with when, providing the Services and performing its other obligations under this Contract to ensure the security of the Government Data and the Information Management System:

1.1.2 the Certification Requirements applicable to the Supplier and its Sub-Contractors which Process Government Data;

1.1.3 The security requirements with which the Supplier must comply;

1.1.4 the tests which the Supplier shall conduct on the Information Management System during the Contract Period;

1.1.5 the Supplier's obligations to:

1.1.5.1 return or destroy Government Data on the expiry or earlier termination of this Contract; and

1.1.5.2 prevent the introduction of Malicious Software into the Supplier System and to scan for, contain the spread of, and minimise the impact of Malicious Software which is introduced into the Supplier System; and

1.1.5.3 report any Breach of Security to the Authority.

2. PRINCIPLES OF SECURITY

2.1 The Supplier acknowledges that the Authority places great emphasis on the confidentiality, integrity and availability of the Government Data and, consequently on the security of:

2.1.1 the Sites;

2.1.2 the Supplier System;

2.1.3 the Information Management System; and

2.1.4 the Services.

2.2 Notwithstanding the involvement of the Authority in assessing the arrangements which the Supplier shall implement in order to ensure the security of the Government Data and the Information Management System, the Supplier shall be, and shall remain, responsible for:

2.2.1 the security, confidentiality, integrity and availability of the Government Data whilst that Government Data is under the control of the Supplier and/or any of its Sub-Contractors; and

2.2.2 the security of the Information Management System.

2.3 The Supplier shall:

2.3.1 comply with the security requirements set out in the Contract including this SCHEDULE 4; and

2.3.2 ensure that each Sub-Contractor that Processes Government Data complies with the security requirements set out in this Contract including, without limitation, this SCHEDULE 4.

2.4 The Supplier shall provide the Authority (at reasonable times on reasonable notice from the Authority) with access to Supplier Personnel responsible for information assurance and security requirements in order to facilitate the Authority's assessment of the Supplier's compliance with its obligations set out in this SCHEDULE 4.

3. INFORMATION SECURITY APPROVAL STATEMENT

3.1 The Supplier shall not use the Information Management System to Process Government Data unless and until:

3.1.1 the Supplier has procured the conduct of an ITHC of the Supplier System by a CHECK Service Provider or a CREST Service Provider in accordance with Paragraph 6 (Security Testing) of this PART A of SCHEDULE 4; and

3.1.2 the Authority has issued the Supplier with an Information Security Approval Statement in accordance with the process set out in Paragraph 3.4 or Paragraph 3.6 of this PART A of this SCHEDULE 4.

3.2 The Supplier shall document in the Security Management Plan how the Supplier and its Sub-Contractors shall comply with the requirements set out in this SCHEDULE 4 and the Contract in order to ensure the security of the Government Data and the Information Management System.

3.3 The Supplier shall prepare and submit to the Authority, within 20 Working Days of the Contract Commencement Date, the Security Management Plan.

3.4 The Authority shall review the Supplier's proposed Security Management Plan as soon as reasonably possible and, in any event, within 20 Working Days of receipt and shall either issue the Supplier with:

3.4.1 an Information Security Approval Statement, which shall confirm that the Supplier may use the Information Management System to Process Government Data; or

3.4.2 a rejection notice, which shall set out the Authority's reasons for rejecting the Security Management Plan.

3.5 If the Authority rejects the Supplier's proposed Security Management Plan, the Supplier shall take the Authority's reasons into account in the preparation of a revised Security Management Plan, which the Supplier shall submit to the Authority for review within 10 Working Days of the date of the rejection notice received from the Authority or such other timescale as agreed with the Authority.

3.6 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 15

Working Days from the date of re-submission of the Security Management Plan to the Authority. If the Authority does not issue an Information Security Approval Statement following the Supplier's resubmission of the Security Management Plan, the matter will be resolved in accordance with the Dispute Resolution Procedure.

3.7 The Information Security Approval Statement issued by the Authority pursuant to Paragraph 3.4 or 3.6, or of any change to the Security Management Plan in accordance with Paragraph 4 below shall not relieve the Supplier of its obligations under this SCHEDULE 4.

3.8 The Authority may require, and the Supplier shall provide the Authority's Contract Manager or other authorised representatives with:

3.8.1 access to the Supplier Personnel;

3.8.2 access to the Information Management System to audit the Supplier and its Sub-Contractors' compliance with the terms of this Contract, including this SCHEDULE 4; and

3.8.3 such other information and/or documentation that the Authority may reasonably require,

to assist the Authority to establish whether the arrangements which the Supplier and its Sub-Contractors have implemented in order to ensure the security of the Government Data and the Information Management System are consistent with the representations in the Security Management Plan. The Supplier shall provide the access required by the Authority in accordance with this Paragraph 3.8 within 10 Working Days of receipt of such request, except in the case of a Breach of Security in which case the Supplier shall provide the Authority with the access that it requires within 24 hours of receipt of such request.

4. COMPLIANCE REVIEWS

4.1 The Supplier shall regularly review and update the Security Management Plan, and provide such to the Authority, at least once each year and as required by this Paragraph 4 of this PART A of this SCHEDULE 4.

4.2 The Supplier shall notify the Authority within 2 Working Days after becoming aware of:

4.2.1 a significant change to the components or architecture of the Information Management System;

4.2.2 a new risk to the components or architecture of the Services;

4.2.3 a Vulnerability to the components or architecture of the Supplier System which is classified 'Medium', 'High', 'Critical' or 'Important' in accordance with the classification methodology set out Paragraph 9.2 (Vulnerabilities and Corrective Action) of PART B of this SCHEDULE 4;

4.2.4 a change in the threat profile of the Supplier System;

4.2.5 a significant change to any risk component of the Supplier System;

4.2.6 a significant change in the quantity of Personal Data held within the Supplier System;

4.2.7 a proposal to change any of the Sites from which any part of the Services are provided; and/or

4.2.8 an ISO27001 audit report produced in connection with the Certification Requirements indicates significant concerns.

4.3 Within 10 Working Days (or such other timescale as may be agreed with the Authority) of any notification provided to the Authority in accordance with Paragraph 4.2 above, the Supplier shall make the necessary changes to the Required Changes Register and submit the updated Required Changes Register the Authority for review and approval.

4.4 Where the Supplier is required to implement a change to the security requirements, including any change to the Information Management System or the Security Management Plan, the Supplier shall effect such change at its own cost and expense.

5. CERTIFICATION REQUIREMENTS

5.1 The Supplier shall be certified as compliant with:

5.1.1 ISO/IEC 27001:2013 by a United Kingdom Accreditation Service-approved certification body or is included within the scope of an existing certification of compliance with ISO/IEC 27001:2013; and

5.1.2 Cyber Essentials PLUS,

and shall provide the Authority with a copy of each such certificate of compliance before the Supplier shall be permitted to receive, store or Process Government Data.

5.2 The Supplier shall ensure that each Higher Risk Sub-Contractor is certified as compliant with either:

5.2.1 ISO/IEC 27001:2013 by a United Kingdom Accreditation Service-approved certification body or is included within the scope of an existing certification of compliance with ISO/IEC 27001:2013; or

5.2.2 Cyber Essentials PLUS,

and shall provide the Authority with a copy of each such certificate of compliance before the Higher Risk Sub-Contractor shall be permitted to receive, store or Process Government Data.

5.3 The Supplier shall ensure that each Medium Risk Sub-Contractor is certified compliant with Cyber Essentials.

5.4 The Supplier shall, and shall ensure that each Sub-Contractor who is responsible for the secure destruction of Government Data:

5.4.1 securely destroys Government Data only on Sites which are included within the scope of an existing certification of compliance with ISO/IEC 27001:2013; and

5.4.2 are certified as compliant with the NCSC Assured Service (CAS) Service Requirement Sanitisation Standard or an alternative standard as agreed by the Authority.

5.5 The Supplier shall provide the Authority with evidence of its and any relevant Sub-Contractor's compliance with the requirements set out in Paragraph 5.4 of this Part A before the Supplier or the relevant Sub-Contractor (as applicable) may carry out the secure destruction of any Government Data.

5.6 The Supplier shall notify the Authority as soon as reasonably practicable and, in any event within 2 Working Days, if the Supplier or any Sub-Contractor ceases to be compliant with the Certification Requirements and, on request from the Authority, shall or shall procure that the relevant Sub-Contractor shall:

5.6.1 immediately ceases using the Government Data; and

5.6.2 promptly return, or procure that the relevant Sub-Contractor promptly returns, destroys and/or erases the Government Data in accordance with the requirements set out in Paragraph 6 (Data Destruction or Deletion) of PART B of this SCHEDULE 4.

5.7 The Authority may (in its sole discretion) agree to exempt, in whole or part, the Supplier or any Sub-Contractor from the Certification Requirements. Any exemption must be in writing and signed by an authorised representative of the Authority to be deemed effective. The Supplier must include the exemption in an updated version of the Security Management Plan.

6. SECURITY TESTING

6.1 The Supplier shall, at its own cost and expense, procure and conduct:

6.1.1 the ITHC of the Information Management System; and

6.1.2 such other security tests on the Supplier System as may be required by the Authority.

6.2 The Supplier shall complete all of the security tests mentioned in Paragraph 6.1 above before the Supplier submits the Security Management Plan to the Authority for review in accordance within Paragraph 3.3 (Information Security Approval Statement) above and it shall repeat the ITHC not less than once every 12 months during the Contract Period and submit the results of each such test to the Authority for review in accordance with this Paragraph 6.

6.3 In relation to each ITHC, the Supplier shall:

6.3.1 agree with the Authority the aim and scope of the ITHC; and

6.3.2 promptly, and no later than 10 Working Days, following the receipt of each ITHC report by the Supplier, provide the Authority with a copy of the full report.

6.4 In the event that the ITHC report identifies any Vulnerabilities, the Supplier shall prepare a remedial plan for approval by the Authority (each a "Vulnerability Correction Plan") which sets out in respect of each Vulnerability identified in the ITHC report:

6.4.1 how the Vulnerability will be remedied;

6.4.2 the date by which the Vulnerability will be remedied;

6.4.3 the tests which the Supplier shall perform or procure to be performed (which may, at the discretion of the Authority, include a further ITHC) to confirm that the Vulnerability has been remedied;

6.4.4 comply with the Vulnerability Correction Plan; and

6.4.5 conduct such further tests on the Information Management System as are required by the Vulnerability Correction Plan to confirm that the Vulnerability Correction Plan has been complied with.

6.5 The Supplier shall ensure that any testing which could adversely affect the Supplier System shall be designed and implemented by the Supplier so as to minimise the impact on the delivery of the Services and the date, timing, content and conduct of such tests shall be agreed in advance with the Authority.

6.6 If any testing conducted by or on behalf of the Supplier identifies a new risk, new threat, Vulnerability or exploitation technique that has the potential to affect the security of the Information Management System, the Supplier shall within five days of becoming aware of such risk, threat, Vulnerability or exploitation technique provide the Authority with a copy of the test report and:

6.6.1 propose interim mitigation measures to Vulnerabilities in the Information Management System known to be exploitable where a security patch is not immediately available; and

6.6.2 where and to the extent applicable, remove or disable any extraneous interfaces, services or capabilities that are not needed for the provision of the Services (in order to reduce the attack surface of the Supplier System) within the timescales set out in the test report or such other timescales as may be agreed with the Authority.

6.7 The Supplier shall conduct such further tests of the Supplier System as may be required by the Authority from time to time to demonstrate compliance with its obligations set out this SCHEDULE 4 and the Contract.

6.8 The Supplier shall notify the Authority immediately if it fails to, or believes that it will not, mitigate the Vulnerability within the timescales set out in set out in this Paragraph 6.

7. SECURITY MONITORING AND REPORTING

7.1 The Supplier shall:

7.1.1 monitor and ensure compliance with the Information Assurance Assessment;

7.1.2 maintain and update the Security Management Plan in accordance with Paragraph 4 (Compliance Reviews);

7.1.3 ensure that the Security Plan includes details of the residual security

risks to inform the Authority's decision to give approval to the Supplier to Process, store and transit the Government Data;

7.1.4 monitor security risk impacting upon the operation of the Services;

7.1.5 report any Breach of Security in accordance with the approved Incident Management Process; and

7.1.6 ensure that the Security Management Plan includes details of the frequency and nature of the security reports to be prepared and submitted by the Supplier to the Authority.

8. MALICIOUS SOFTWARE

8.1 The Supplier shall install and maintain Anti-Malicious Software or procure that Anti-Malicious Software is installed and maintained on any part of the Information Management System which may Process Government Data and ensure that such Anti-Malicious Software is configured to perform automatic software and definition updates as well as regular scans of the Information Management System to check for, prevent the introduction of Malicious Software or where Malicious Software has been introduced into the Information Management System, to identify, contain the spread of, and minimise the impact of Malicious Software.

8.2 If Malicious Software is found, the Parties shall cooperate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Government Data, assist each other to mitigate any Losses and to restore the Services to their desired operating efficiency.

8.3 Any cost arising out of the actions of the Parties taken in compliance with the provisions of Paragraph 8.2 above shall be borne by the Parties as follows:

8.3.1 by the Supplier where the Malicious Software originates from the Supplier Software, the Third Party Software supplied by the Supplier or the Government Data (whilst the Government Data was under the control of the Supplier) unless the Supplier can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Authority when provided to the Supplier; and

8.3.2 by the Authority, in any other circumstance.

9. BREACH OF SECURITY

9.1 If either Party becomes aware of a Breach of Security, it shall notify the other in accordance with the Incident Management Process. For the purposes of this Paragraph 9, references to a "Party" of the "Parties" shall be interpreted to include Authority Service Recipients.

9.2 The Incident Management Process shall, as a minimum, require the Supplier to do the following upon it becoming aware of a Breach of Security or attempted Breach of Security, immediately take all reasonable steps necessary to:

9.2.1 minimise the extent of actual or potential harm caused by such

Breach of Security;

9.2.2 remedy such Breach of Security to the extent possible;

9.2.3 apply a tested mitigation against any such Breach of Security; and

9.2.4 prevent a further Breach of Security in the future which exploits the same root cause failure;

as soon as reasonably practicable and, in any event, within 2 Working Days, following the Breach of Security or attempted Breach of Security, provide to the Authority full details of the Breach of Security or attempted Breach of Security, including a root cause analysis where required by the Authority.

9.3 In the event that any action is taken in response to a Breach of Security or attempted Breach of Security as a result of any act or omission by the Supplier or its Sub-Contractors, then such remedial action shall be completed by the Supplier at its sole cost and expense.

PART B - SECURITY REQUIREMENTS

1. SECURITY CLASSIFICATION OF INFORMATION

If the provision of the Services requires the Supplier to Process Government Data, which is classified as OFFICIAL-SENSITIVE, the Supplier shall implement such additional measures as agreed with the Authority from time to time in order to ensure that such information is safeguarded in accordance with the requirements set out in this SCHEDULE 4.

2. END USER DEVICES

2.1 The Supplier shall ensure that any Government Data, which resides on a mobile, removable or physically uncontrolled device is stored encrypted using a product or system component which has been formally assured through a recognised certification process agreed with the Authority except where the Authority has given its prior written consent to an alternative arrangement.

2.2 The Supplier shall ensure that any device which is used to Process Government Data meets all of the security requirements set out in the NCSC End User Devices Platform Security Guidance, a copy of which can be found at: https://www.ncsc.gov.uk/collection/end-user-device-security.

3. NETWORKING

3.1 The Supplier shall ensure that any Government Data which it causes to be transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device shall be encrypted when transmitted.

4. PERSONNEL SECURITY

4.1 All Supplier Personnel shall be subject to a pre-employment check before they may participate in the provision and or management of the Services. Such pre-employment checks must include all pre-employment checks which are required by the HMG Baseline Personnel Security Standard including: verification of the individual's identity; verification of the individual's nationality and immigration status; and, verification of the individual's employment history; verification of the individual's criminal record.

4.2 The Authority and the Supplier shall review the roles and responsibilities of the Supplier Personnel who will be involved in the management and/or provision of the Services in order to enable the Authority to determine which roles require additional vetting and a specific national security vetting clearance (e.g. a Counter Terrorist Check; a Security Check). Roles which are likely to require additional vetting and a specific national security vetting clearance include system administrators whose role would provide those individuals with privileged access to IT systems which Process Government Data or data which is classified as OFFICIAL-SENSITIVE.

4.3 The Supplier shall not permit Supplier Personnel who fail the security checks required by Paragraphs 4.1 and 4.2 above to be involved in the management and/or provision of the Services except where the Authority has expressly agreed in writing to the involvement of the named individual in the management and/or provision of the Services.

4.4 The Supplier shall ensure that Supplier Personnel are only granted such access to Government Data as is necessary to enable the Supplier Personnel to perform their role and to fulfil their responsibilities.

4.5 The Supplier shall ensure that Supplier Personnel who no longer require access to the Government Data (e.g. they cease to be employed by the Supplier or any of its Sub-contractors), have their rights to access the Government Data revoked within 1 Working Day.

5. IDENTITY, AUTHENTICATION AND ACCESS CONTROL

5.1 The Supplier shall operate an access control regime to ensure:

5.1.1 all users and administrators of the Supplier System are uniquely identified and authenticated when accessing or administering the Services; and

5.1.2 all persons who access the Sites are identified and authenticated before they are allowed access to the Sites.

5.2 The Supplier shall apply the 'principle of least privilege' when allowing persons access to the Supplier System and Sites so that such persons are allowed access only to those parts of the Sites and the Supplier System they require.

5.3 The Supplier shall retain records of access to the Sites and to the Supplier System and shall make such record available to the Authority on request.

6. DATA DESTRUCTION OR DELETION

6.1 The Supplier shall:

6.1.1 prior to securely sanitising any Government Data or, when requested the Supplier, shall provide the Government with all Government Data in an agreed open format;

6.1.2 have documented processes to ensure the return of Government Data to the Authority in the event of the Supplier ceasing to trade;

6.1.3 securely erase in a manner agreed with the Authority any or all Government Data held by the Supplier when requested to do so by the Authority;

6.1.4 securely destroy in a manner agreed with the Authority all media that has held Government Data at the end of life of that media in accordance with any specific requirements in this Contract and, in the absence of any such requirements, as agreed by the Authority; and

6.1.5 implement processes which address the CPNI and NCSC guidance on secure sanitisation.

7. AUDIT AND PROTECTIVE MONITORING

7.1 The Supplier shall collect audit records which relate to security events in the Information Management System or that would support the analysis of potential and actual compromises. In order to facilitate effective monitoring and forensic readiness, such Supplier audit records should (as a minimum)

include regular reports and alerts setting out details of access by users of the Information Management System, to enable the identification of (without limitation) changing access trends, any unusual patterns of usage and/or accounts accessing higher than average amounts of Government Data.

7.2 The Supplier and the Authority shall work together to establish any additional audit and monitoring requirements for the Information Management System.

7.3 The retention periods for audit records and event logs must be agreed with the Authority and documented in the Security Management Plan.

8. LOCATION OF GOVERNMENT DATA

8.1 The Supplier and any of its Sub-contractors must not process any Government Data outside the EEA without the prior written consent of the Authority, which may be subject to conditions of which the Supplier and any of its Sub-Contractors must comply. Any permission must be in writing to be effective.

9. VULNERABILITIES AND CORRECTIVE ACTION

9.1 The Authority and the Supplier acknowledge that from time to time Vulnerabilities in the Information Management System will be discovered which unless mitigated will present an unacceptable risk to the Government Data.

9.2 The severity of Vulnerabilities for the Information Management System shall be categorised by the Supplier as 'Critical', 'Important' and 'Other' by aligning these categories to the Vulnerability scoring according to the agreed method in the Security Management Plan and using the appropriate vulnerability scoring systems including:

9.2.1 the 'National Vulnerability Database' 'Vulnerability Severity Ratings': 'High', 'Medium' and 'Low' respectively (these in turn are aligned to CVSS scores as set out by NIST at http://nvd.nist.gov/cvss.cfm); and

9.2.2 Microsoft's 'Security Bulletin Severity Rating System' ratings 'Critical', 'Important', and the two remaining levels ('Moderate' and 'Low') respectively.

9.3 Subject to Paragraph 9.4 below, the Supplier shall procure the application of security patches to Vulnerabilities in the Information Management System within:

9.3.1 7 days after the public release of patches for those Vulnerabilities categorised as 'Critical';

9.3.2 30 days after the public release of patches for those Vulnerabilities categorised as 'Important'; and

9.3.3 60 days after the public release of patches for those Vulnerabilities categorised as 'Other'.

9.4 The timescales for applying patches to Vulnerabilities in the Information Management System set out in Paragraph 9.3 above shall be extended

where:

9.4.1 the Supplier can demonstrate that a Vulnerability in the Information Management System is not exploitable within the context of the Services (e.g. because it resides in a software component which is not involved in running in the Services) provided such Vulnerabilities shall be remedied by the Supplier within the timescales set out in Paragraph 9.3 above if the Vulnerability becomes exploitable within the context of the Services;

9.4.2 the application of a 'Critical' or 'Important' security patch adversely affects the Supplier's ability to deliver the Services in which case the Supplier shall be granted an extension to such timescales of 5 days, provided the Supplier had followed and continues to follow the security patch test plan agreed with the Authority; or

9.4.3 the Authority agrees a different maximum period after a case-by-case consultation with the Supplier under the processes defined in the Security Management Plan.

9.5 The Security Management Plan shall include provisions for major version upgrades of the Information Management System to be kept up to date such that the Information Management System is always in mainstream support throughout the Contract Period unless otherwise agreed by the Authority in writing.

10. SECURE ARCHITECTURE

10.1 The Supplier shall design the Information Management System in accordance with:

10.1.1 the NCSC "Security Design Principles for Digital Services", a copy of which can be found at: https://www.ncsc.gov.uk/guidance/security-design-principles-digital-services-main;

10.1.2 the NCSC "Bulk Data Principles", a copy of which can be found at https://www.ncsc.gov.uk/guidance/protecting-bulk-personal-data-main; and

10.1.3 the NSCS "Cloud Security Principles", a copy of which can be found at: https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles and which are summarised below:

10.1.3.1 "Cloud Security Principle 1: data in transit protection" which, amongst other matters, requires that user data transiting networks should be adequately protected against tampering and eavesdropping;

10.1.3.2 "Cloud Security Principle 2: asset protection and resilience" which, amongst other matters, requires that user data, and the assets storing or processing it, should be protected against physical tampering, loss, damage or seizure;

10.1.3.3 "Cloud Security Principle 3: separation between users" which, amongst other matters, requires that a malicious or compromised user of the service should not be able to affect the service or data of another;

10.1.3.4 "Cloud Security Principle 4: governance framework" which, amongst other matters, requires that the Supplier should have a security governance framework which coordinates and directs its management of the Services and information within it;

10.1.3.5 "Cloud Security Principle 5: operational security" which, amongst other matters, requires that the Services need to be operated and managed securely in order to impede, detect or prevent a Breach of Security

10.1.3.6 "Cloud Security Principle 6: personnel security" which, amongst other matters, requires that where Supplier Personnel have access to Government Data and/or the Authority System that those personnel be subject to appropriate security screening and regular security training;

10.1.3.7 "Cloud Security Principle 7: secure development" which, amongst other matters, requires that the Services be designed and developed to identify and mitigate threats to their security;

10.1.3.8 "Cloud Security Principle 8: supply chain security" which, amongst other matters, requires the Supplier to ensure that appropriate security controls are in place with its Sub-contractors and other suppliers;

10.1.3.9 "Cloud Security Principle 9: secure user management" which, amongst other matters, requires the Supplier to make the tools available for the Authority to securely manage the Authority's use of the Service;

10.1.3.10 "Cloud Security Principle 10: identity and authentication" which, amongst other matters, requires the Supplier to implement appropriate controls in order to ensure that access to Service interfaces is constrained to authenticated and authorised individuals;

10.1.3.11 "Cloud Security Principle 11: external interface protection" which, amongst other matters, requires that all external or less trusted interfaces with the Services should be identified and appropriately defended;

10.1.3.12 "Cloud Security Principle 12: secure service administration" which, amongst other matters, requires that any ICT system which is used for administration of a cloud service will have highly privileged access to

that service;

10.1.3.13 "Cloud Security Principle 13: audit information for users" which, amongst other matters, requires the Supplier to be able to provide the Authority with the audit records it needs to monitor access to the Service and the Government Data held by the Supplier and/or its Sub-contractors; and

10.1.3.14 "Cloud Security Principle 14: secure use of the service" which, amongst other matters, requires the Supplier to educate Supplier Personnel on the safe and secure use of the Information Management System.

PART C - SECURITY REQUIREMENTS FOR SUB-CONTRACTORS

1. APPLICATION OF ANNEX

1.1 This PART C of SCHEDULE 4 applies to all Sub-Contractors that Process Government Data.

1.2 Without prejudice to its obligations in Clause 20 (Supply Chain Rights and Protection) (which shall take precedence in the event of any conflict with any provisions of this PART C of SCHEDULE 4), the Supplier must:

1.2.1 ensure that its Sub-Contractors comply with the provisions of this PART C; and

1.2.2 keep sufficient records to demonstrate compliance with this PART C, which shall be made available to the Authority.

2. DESIGNING AND MANAGING SECURE SOLUTIONS

2.1 The Supplier shall ensure that each Sub-Contractor shall implement their solution(s) to mitigate the security risks in accordance with the NCSC's Cyber Security Design Principles: https://www.ncsc.gov.uk/collection/cyber-security-design-principles.

2.2 The Supplier shall ensure that each Sub-Contractor must assess their systems against the NCSC Cloud Security Principles: https://www.ncsc.gov.uk/collection/cloud-security?curPage=/collection/cloud-security/implementing-the-cloud-security-principles at their own cost and expense to demonstrate that the people, process, technical and physical controls have been delivered in an effective way.

2.3 The Supplier shall ensure that each Sub-Contractor must document that assessment and make that documentation available to the Authority on the Authority's request.

3. DATA PROCESSING, STORAGE, MANAGEMENT AND DESTRUCTION

3.1 The Supplier shall ensure that each Sub-Contractor will not Process any Government Data outside the EEA without the prior written consent of the Authority, which may be subject to conditions of which the Sub-Contractor must comply. Any permission must be in writing to be effective.

3.2 The Supplier shall ensure that each Sub-Contractor must securely erase any or all Government Data held by the Sub-Contractor when requested to do so by the Authority; and securely destroy all media that has held Government Data at the end of life of that media in accordance with the NCSC Assured Service (CAS) Service Requirement Sanitisation Standard, or an alternative agreed in writing by the Authority.

4. PERSONNEL SECURITY

4.1 The Supplier shall ensure that each Sub-Contractor must perform appropriate checks on their staff before they may participate in the provision and or management of the Services. Those checks must include all pre-employment checks required by the HMG Baseline Personnel Security Standard including:

verification of the individual's identity; verification of the individual's nationality and immigration status; verification of the individual's employment history; and verification of the individual's criminal record. The HMG Baseline Personnel Security Standard is at https://www.gov.uk/government/publications/government-baseline-personnel-security-standard.

4.2 The Supplier shall ensure that each Sub-Contractor must, if the Authority requires, at any time, ensure that one or more of the Sub-Contractor's staff obtains a Government security check clearance in order to Process Government Data containing Personal Data above certain volumes specified by the Authority, or containing Special Category Personal Data.

4.3 Any Sub-Contractor staff who will, when performing the Services, have access to a person under the age of 18 years must undergo DBS checks.

5. END USER DEVICES

5.1 The Supplier shall ensure that each Sub-Contractor shall ensure that any Government Data stored (for any period of time) on a mobile, removable or physically uncontrolled device is encrypted, and that the Sub-Contractor follows the Information Commissioner's Office guidance on implementing encryption, which can be found at https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/security/encryption/.

5.2 The Supplier shall ensure that any device used to Process Government Data meets all the security requirements set out in the NCSC End User Devices Platform Security Guidance, which can be found at https://www.ncsc.gov.uk/guidance/end-user-device-security.

6. NETWORKING

6.1 The Supplier shall ensure that any Government Data which it causes to be transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device shall be encrypted when transmitted.

7. PATCHING AND VULNERABILITY SCANNING

7.1 The Supplier shall ensure that each Sub-Contractor must proactively monitor Supplier Vulnerability websites and ensure all necessary patches and upgrades are applied to maintain security, integrity and availability in accordance with the NCSC Cloud Security Principles.

8. THIRD PARTY SUBCONTRACTORS

8.1 The Supplier shall ensure that each Sub-Contractor does not transmit or disseminate the Government Data to any other person unless specifically authorised by the Authority. Such authorisation must be in writing to be effective and may be subject to conditions.

8.2 The Supplier shall ensure that each Sub-Contractor must not, when performing any part of the Services, use any software to Process the Government Data where the licence terms of that software purport to grant the licensor rights to Process the Government Data greater than those rights

strictly necessary for the use of the software.

CONTRACT SCHEDULE 4: ANNEX 1 - SECURITY MANAGEMENT PLAN

Security and

CONTRACT SCHEDULE 5: STAFF TRANSFER

1. DEFINITIONS

In this Contract SCHEDULE 5, the following definitions shall apply:

"Admission Agreement" The agreement to be entered into by which the supplier agrees to participate in the Schemes as amended from time to time;

"Eligible Employee" any Fair Deal Employee who at the relevant time is an eligible employee as defined in the Admission Agreement;

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

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 employment debts and unlawful deduction of wages including any PAYE and national insurance contributions;

f) employment claims whether in tort, contract or statute or otherwise;

g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;

"Fair Deal Employees" those Transferring Authority Employees who are on the Relevant Transfer Date entitled to the protection of New Fair Deal and any Transferring Former Supplier Employees who originally transferred pursuant to a Relevant Transfer under the Employment Regulations (or the predecessor legislation to the Employment Regulations), from employment with a public sector employer and who were once eligible to participate in

	the Schemes and who at the Relevant Transfer Date become entitled to the protection of New Fair Deal;
"Former Supplier"	a supplier supplying services to the Authority before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any sub-contractor of such supplier (or any sub-contractor of any such sub-contractor);
"New Fair Deal"	the revised Fair Deal position set out in the HM Treasury guidance: *"Fair Deal for staff pensions: staff transfer from central government"* issued in October 2013;
"Notified Sub-Contractor"	a Sub-Contractor identified in the ANNEX to this Contract SCHEDULE 5 to whom Transferring Authority Employees and/or Transferring Former Supplier Employees will transfer on a Relevant Transfer Date;
"Replacement Sub-Contractor"	a sub-contractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any sub-contractor of any such sub-contractor);
"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;
"Schemes"	the Principal Civil Service Pension Scheme available to employees of the civil service and employees of bodies under the Superannuation Act 1972, as governed by rules adopted by Parliament; the Partnership Pension Account and its (i) Ill health Benefits Scheme and (ii) Death Benefits Scheme; the Civil Service Additional Voluntary Contribution Scheme; and the 2015 New Scheme (with effect from a date to be notified to the Supplier by the Minister for the Cabinet Office);
"Service Transfer"	any transfer of the Services (or any part of the Services), for whatever reason, from the Supplier or any Sub-Contractor to a Replacement Supplier or a Replacement Sub-Contractor;
"Service Transfer Date"	the date of a Service Transfer;
"Staffing Information"	in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Authority may reasonably request (subject to all applicable provisions of the DPA), but including in an anonymised format: a) their ages, dates of commencement of

	employment or engagement and gender; b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise; c) the identity of the employer or relevant contracting party; d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments; e) their wages, salaries and profit sharing arrangements as applicable; f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them; g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims); h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence; i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;
"Supplier's Final Supplier Personnel List"	a list provided by the Supplier of all Supplier Personnel who will transfer under the Employment Regulations on the Relevant Transfer Date;
"Supplier's Provisional Supplier Personnel List"	a list prepared and updated by the Supplier of all Supplier Personnel who are engaged in or wholly or mainly assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;
"Transferring Authority Employees"	those employees of the Authority or the Authority Service Recipient (as applicable) 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	those employees of the Supplier and/or the Supplier's

Employees”	Sub-Contractors to whom the Employment Regulations will apply on the Service Transfer Date.

INTERPRETATION

Where a provision in this Contract SCHEDULE 5 imposes an obligation on the Supplier to provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Sub-Contractors shall comply with such obligation and provide such indemnity, undertaking or warranty to the Authority, Former Supplier, Replacement Supplier or Replacement Sub-Contractor, as the case may be.

PART A - TRANSFERRING AUTHORITY EMPLOYEES AT COMMENCEMENT OF SERVICES

1. RELEVANT TRANSFERS

1.1 The Authority and the Supplier agree that:

1.1.1 the commencement of the provision of the Services or of each relevant part of the Services will be a Relevant Transfer in relation to the Transferring Authority Employees; and

1.1.2 as a result of the operation of the Employment Regulations, the contracts of employment between the Authority or the Authority Service Recipient (as applicable) and the Transferring Authority Employees (except in relation to any terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or any Notified Sub-Contractor and each such Transferring Authority Employee.

1.2 The Authority shall comply, and shall procure that the Authority Service Recipient (as applicable) shall comply, with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of the Transferring Authority Employees in respect of the period arising up to (but not including) the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period up to (but not including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:

1.2.1 the Authority and/or Authority Service Recipient (as appropriate); and

1.2.2 the Supplier and/or any Notified Sub-Contractor (as appropriate).

2. AUTHORITY INDEMNITIES

2.1 Subject to Paragraph 2.2, the Authority shall indemnify the Supplier and any Notified Sub-Contractor against any Employee Liabilities in respect of any Transferring Authority Employee (or, where applicable any employee representative as defined in the Employment Regulations) who was an employee of the Authority, and the Authority shall procure that the relevant Authority Service Recipient shall indemnify the Supplier and any Notified Sub-Contractor against any Employee Liabilities in respect of any Transferring Authority Employee (or, where applicable any employee representative as defined in the Employment Regulations) who was an employee of that Authority Service Recipient, arising from or as a result of:

2.1.1 any act or omission by the Authority or the Authority Service Recipient (as applicable) occurring before the Relevant Transfer Date;

2.1.2 the breach or non-observance by the Authority or the Authority Service Recipient (as applicable) before the Relevant Transfer Date

of:

2.1.2.1 any collective agreement applicable to the Transferring Authority Employees; and/or

2.1.2.2 any custom or practice in respect of any Transferring Authority Employees which the Authority or the Authority Service Recipient (as applicable) is contractually bound to honour;

2.1.3 any claim by any trade union or other body or person representing the Transferring Authority Employees arising from or connected with any failure by the Authority or the Authority Service Recipient (as applicable) to comply with any legal obligation to such trade union, body or person arising before the Relevant Transfer Date;

2.1.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

2.1.4.1 in relation to any Transferring Authority Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date; and

2.1.4.2 in relation to any employee who is not a Transferring Authority Employee and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Authority or the Authority Service Recipient (as applicable) to the Supplier and/or any Notified Sub-Contractor as appropriate, to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date.

2.1.5 a failure of the Authority or the Authority Service Recipient (as applicable) 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 Authority Employees arising before the Relevant Transfer Date;

2.1.6 any claim made by or in respect of any person employed or formerly employed by the Authority or the Authority Service Recipient (as applicable) other than a Transferring Authority Employee for whom it is alleged the Supplier and/or any Notified Sub-Contractor as appropriate may be liable by virtue of the Employment Regulations and/or the Acquired Rights Directive; and

2.1.7 any claim made by or in respect of a Transferring Authority Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Authority Employee relating to any act or omission of the Authority or the

Authority Service Recipient (as applicable) in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Supplier or any Sub-Contractor to comply with regulation 13(4) of the Employment Regulations.

2.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Sub-Contractor (whether or not a Notified Sub-Contractor) whether occurring or having its origin before, on or after the Relevant Transfer Date including any Employee Liabilities:

2.2.1 arising out of the resignation of any Transferring Authority Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Supplier and/or any Sub-Contractor to occur in the period from (and including) the Relevant Transfer Date; or

2.2.2 arising from the failure by the Supplier or any Sub-Contractor to comply with its obligations under the Employment Regulations.

2.3 If any person who is not identified by the Authority or the Authority Service Recipient (as applicable) as a Transferring Authority Employee claims, or it is determined in relation to any person who is not identified by the Authority or the Authority Service Recipient (as applicable) as a Transferring Authority Employee, that his/her contract of employment has been transferred from the Authority or the Authority Service Recipient (as applicable) to the Supplier and/or any Notified Sub-Contractor pursuant to the Employment Regulations or the Acquired Rights Directive then:

2.3.1 the Supplier shall, or shall procure that the Notified Sub-Contractor shall, within 5 Working Days of becoming aware of that fact, give notice in writing to the Authority; and

2.3.2 the Authority or the Authority Service Recipient (as applicable) may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of receipt of the notification by the Supplier and/or any Notified Sub-Contractor, or take such other reasonable steps as the Authority or the Authority Service Recipient (as applicable) considers appropriate to deal with the matter provided always that such steps are in compliance with Law.

2.4 If an offer referred to in Paragraph 2.3.2 is accepted, or if the situation has otherwise been resolved by the Authority or the Authority Service Recipient (as applicable), the Supplier shall, or shall procure that the Notified Sub-Contractor shall, immediately release the person from his/her employment or alleged employment.

2.5 If by the end of the 15 Working Day period specified in Paragraph 2.3.2:

2.5.1 no such offer of employment has been made;

2.5.2 such offer has been made but not accepted; or

2.5.3 the situation has not otherwise been resolved, the Supplier and/or any Notified Sub-Contractor may within 5 Working Days give notice

to terminate the employment or alleged employment of such person.

2.6 Subject to the Supplier and/or any Notified Sub-Contractor acting in accordance with the provisions of Paragraphs 2.3 to 2.5 and in accordance with all applicable proper employment procedures set out in applicable Law, the Authority shall indemnify, and shall procure that the Authority Service Recipient shall indemnify, the Supplier and/or any Notified Sub-Contractor (as appropriate) against all Employee Liabilities arising out of the termination pursuant to the provisions of Paragraph 2.5 provided that the Supplier takes, or procures that the Notified Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.7 The indemnity in Paragraph 2.6:

2.7.1 shall not apply to:

2.7.1.1 any claim for:

2.7.1.1.1 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

2.7.1.1.2 equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees, in any case in relation to any alleged act or omission of the Supplier and/or any Sub-Contractor; or

2.7.1.2 any claim that the termination of employment was unfair because the Supplier and/or Notified Sub-Contractor neglected to follow a fair dismissal procedure; and

2.7.2 shall apply only where the notification referred to in Paragraph 2.3.1 is made by the Supplier and/or any Notified Sub-Contractor (as appropriate) to the Authority within 6 months of the Contract Commencement Date.

2.8 If any such person as is referred to in Paragraph 2.3 is neither re-employed by the Authority or the Authority Service Recipient (as applicable) nor dismissed by the Supplier and/or any Notified Sub-Contractor within the time scales set out in Paragraph 2.5 such person shall be treated as having transferred to the Supplier and/or any Notified Sub-Contractor and the Supplier shall, or shall procure that the Notified Sub-Contractor shall, comply with such obligations as may be imposed upon it under applicable Law.

3. SUPPLIER INDEMNITIES AND OBLIGATIONS

3.1 Subject to Paragraph 3.2 the Supplier shall indemnify the Authority and/or the Authority Service Recipient (as applicable) against any Employee Liabilities in respect of any Transferring Authority Employee (or, where applicable any employee representative as defined in the Employment Regulations) arising

from or as a result of:

3.1.1 any act or omission by the Supplier or any Sub-Contractor whether occurring before, on or after the Relevant Transfer Date;

3.1.2 the breach or non-observance by the Supplier or any Sub-Contractor on or after the Relevant Transfer Date of:

3.1.2.1 any collective agreement applicable to the Transferring Authority Employees; and/or

3.1.2.2 any custom or practice in respect of any Transferring Authority Employees which the Supplier or any Sub-Contractor is contractually bound to honour;

3.1.3 any claim by any trade union or other body or person representing any Transferring Authority Employees arising from or connected with any failure by the Supplier or any Sub-Contractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;

3.1.4 any proposal by the Supplier or a Sub-contractor made before the Relevant Transfer Date to make changes to the terms and conditions of employment or working conditions of any Transferring Authority Employees to their material detriment on or after their transfer to the Supplier or the relevant Sub-Contractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Authority Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;

3.1.5 any statement communicated to or action undertaken by the Supplier or any Sub-Contractor to, or in respect of, any Transferring Authority Employee before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Authority or the Authority Service Recipient (as applicable) in writing;

3.1.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

3.1.6.1 in relation to any Transferring Authority Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date; and

3.1.6.2 in relation to any employee who is not a Transferring Authority Employee, and in respect of whom it is later alleged or determined that the Employment

Regulations applied so as to transfer his/her employment from the Authority or the Authority Service Recipient (as applicable) to the Supplier or a Sub-Contractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date;

3.1.7 a failure of the Supplier or any Sub-Contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Authority Employees in respect of the period from (and including) the Relevant Transfer Date; and

3.1.8 any claim made by or in respect of a Transferring Authority Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Authority Employee relating to any act or omission of the Supplier or any Sub-Contractor in relation to their obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the Authority's or the Authority Service Recipient's (as applicable) failure to comply with its obligations under regulation 13 of the Employment Regulations.

3.2 The indemnities in Paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Authority or the Authority Service Recipient (as applicable) whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Authority's or the Authority Service Recipient's (as applicable) failure to comply with its obligations under the Employment Regulations.

3.3 The Supplier shall comply, and shall procure that each Sub-Contractor shall comply, with all its obligations under the Employment Regulations (including its obligation to inform and consult in accordance with regulation 13 of the Employment Regulations) and shall perform and discharge, and shall procure that each Sub-Contractor shall perform and discharge, all its obligations in respect of the Transferring Authority Employees, from (and including) the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period from and including the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between the Authority and/or the Authority Service Recipient (as applicable) and the Supplier.

4. INFORMATION

4.1 The Supplier shall, and shall procure that each Sub-Contractor shall, promptly provide to the Authority in writing such information as is necessary to enable the Authority or the Authority Service Recipient (as applicable) to carry out its duties under regulation 13 of the Employment Regulations. The Authority or the Authority Service Recipient (as applicable) shall promptly provide to the Supplier and each Notified Sub-Contractor in writing such information as is

necessary to enable the Supplier and each Notified Sub-Contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

5. PRINCIPLES OF GOOD EMPLOYMENT PRACTICE

5.1 The Parties agree that the Principles of Good Employment Practice issued by the Cabinet Office in December 2010 apply to the treatment by the Supplier of employees whose employment begins after the Relevant Transfer Date, and the Supplier undertakes to treat such employees in accordance with the provisions of the Principles of Good Employment Practice.

5.2 The Supplier shall, and shall procure that each Sub-Contractor shall, comply with any requirement notified to it by the Authority or the Authority Service Recipient (as applicable) relating to pensions in respect of any Transferring Authority Employee as set down in:

5.2.1 the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007;

5.2.2 HM Treasury's guidance “Staff Transfers from Central Government: A Fair Deal for Staff Pensions of 1999;

5.2.3 HM Treasury's guidance “Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues” of June 2004; and/or

5.2.4 the New Fair Deal.

5.3 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraphs 5.1 or 5.2 shall be agreed in accordance with the Variation Procedure.

6. PROCUREMENT OBLIGATIONS

6.1 Notwithstanding any other provisions of this Part A, where in this Part A the Authority accepts an obligation to procure that an Authority Service Recipient does or does not do something, such obligation shall be limited so that it requires only that the Authority must use reasonable endeavours to procure that the Authority Service Recipient does or does not act accordingly.

7. PENSIONS

7.1 The Supplier shall, and shall procure that each of its Sub-Contractors shall, comply with the pensions provisions in the following Annex.

ANNEX TO PART A: PENSIONS

1. PARTICIPATION

1.1 The Supplier undertakes to enter into the Admission Agreement.

1.2 The Supplier and the Authority or the Authority Service Recipient (as applicable):

1.2.1 undertake to do all such things and execute any documents (including the Admission Agreement) as may be required to enable the Supplier to participate in the Schemes in respect of the Fair Deal Employees;

1.2.2 agree that the Authority or the Authority Service Recipient (as applicable) is entitled to make arrangements with the body responsible for the Schemes for the Authority or the Authority Service Recipient (as applicable) to be notified if the Supplier breaches the Admission Agreement;

1.2.3 notwithstanding Paragraph 1.2.2 of this Annex, the Supplier shall notify the Authority in the event that it breaches the Admission Agreement; and

1.2.4 agree that the Authority may terminate this Contract for material default in the event that the Supplier breaches the Admission Agreement.

1.3 The Supplier shall bear its own costs and all costs that the Authority and/or the Authority Service Recipient (as applicable) reasonably incurs in connection with the negotiation, preparation and execution of documents to facilitate the Supplier participating in the Schemes.

2. FUTURE SERVICE BENEFITS

2.1 The Supplier shall procure that the Fair Deal Employees, shall be either admitted into, or offered continued membership of, the relevant section of the Schemes that they currently contribute to, or were eligible to join immediately prior to the Relevant Transfer Date and the Supplier shall procure that the Fair Deal Employees continue to accrue benefits in accordance with the provisions governing the relevant section of Schemes for service from (and including) the Relevant Transfer Date.

2.2 The Supplier undertakes that should it cease to participate in the Schemes for whatever reason at a time when it has Eligible Employees, that it will, at no extra cost to the Authority or the Authority Service Recipient (as applicable), provide to any Fair Deal Employee who immediately prior to such cessation remained an Eligible Employee with access to an occupational pension scheme certified by the Government Actuary's Department or any actuary nominated by the Authority or the Authority Service Recipient (as applicable) in accordance with relevant guidance produced by the Government Actuary's Department as providing benefits which are broadly comparable to those provided by the Schemes at the relevant date.

2.3 The Parties acknowledge that the Civil Service Compensation Scheme and the Civil Service Injury Benefit Scheme (established pursuant to section 1 of

the Superannuation Act 1972) are not covered by the protection of New Fair Deal.

3. FUNDING

3.1 The Supplier undertakes to pay to the Schemes all such amounts as are due under the Admission Agreement and shall deduct and pay to the Schemes such employee contributions as are required by the Schemes.

3.2 The Supplier shall indemnify and keep indemnified the Authority and/or the Authority Service Recipient (as applicable) on demand against any claim by, payment to, or loss incurred by, the Schemes in respect of the failure to account to the Schemes for payments received and the non-payment or the late payment of any sum payable by the Supplier to or in respect of the Schemes.

4. PROVISION OF INFORMATION

The Supplier and the Authority or the Authority Service Recipient (as applicable) respectively undertake to each other:

4.1 to provide all information which the other Party may reasonably request concerning matters referred to in this Annex and set out in the Admission Agreement, and to supply the information as expeditiously as possible; and

4.2 not to issue any announcements to the Fair Deal Employees prior to the Relevant Transfer Date concerning the matters stated in this Annex without the consent in writing of the other Party (not to be unreasonably withheld or delayed).

5. INDEMNITY

5.1 The Supplier undertakes to the Authority and/or the Authority Service Recipient (as applicable) to indemnify and keep indemnified the Authority and/or the Authority Service Recipient (as applicable) on demand from and against all and any Losses whatsoever arising out of or in connection with any liability towards the Fair Deal Employees arising in respect of service on or after the Relevant Transfer Date which relate to the payment of benefits under an occupational pension scheme (within the meaning provided for in section 1 of the Pension Schemes Act 1993) or the Schemes.

6. EMPLOYER OBLIGATION

6.1 The Supplier shall comply with the requirements of the Pensions Act 2008 and the Transfer of Employment (Pension Protection) Regulations 2005.

7. SUBSEQUENT TRANSFERS

The Supplier shall:

7.1 not adversely affect pension rights accrued by any Fair Deal Employee in the period ending on the date of the relevant future transfer;

7.2 provide all such co-operation and assistance as the Schemes and the Replacement Supplier and/or the Authority or the Authority Service Recipient (as applicable) may reasonably require to enable the Replacement Supplier to

participate in the Schemes in respect of any Eligible Employee and to give effect to any transfer of accrued rights required as part of participation under New Fair Deal; and

7.3 for the period either:

7.3.1 after notice (for whatever reason) is given, in accordance with the other provisions of this Contract, to terminate the Contract or any part of the Services; or

7.3.2 after the date which is two (2) years prior to the date of expiry of this Contract, ensure that no change is made to pension, retirement and death benefits provided for or in respect of any person who will transfer to the Replacement Supplier or the Authority or the Authority Service Recipient (as applicable), no category of earnings which were not previously pensionable are made pensionable and the contributions (if any) payable by such employees are not reduced without (in any case) the prior approval of the Authority or the Authority Service Recipient (as applicable) (such approval not to be unreasonably withheld). Save that this subparagraph shall not apply to any change made as a consequence of participation in an Admission Agreement.

PART B - TRANSFERRING FORMER SUPPLIER EMPLOYEES AT COMMENCEMENT OF SERVICES

1. RELEVANT TRANSFERS

1.1 The Authority and the Supplier agree that:

1.1.1 the commencement of the provision of the Services or of any relevant part of the Services will be a Relevant Transfer in relation to the Transferring Former Supplier Employees; and

1.1.2 as a result of the operation of the Employment Regulations, the contracts of employment between each Former Supplier and the Transferring Former Supplier Employees (except in relation to any terms disapplied through the operation of regulation 10(2) of the Employment Regulations) shall have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or Notified Sub-Contractor and each such Transferring Former Supplier Employee.

1.2 Subject to Paragraph 6, the Authority shall procure that each Former Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of all the Transferring Former Supplier Employees in respect of the period up to (but not including) the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part in respect of the period up to (but not including) the Relevant Transfer Date) and the Supplier shall make, and the Authority shall procure that each Former Supplier makes, any necessary apportionments in respect of any periodic payments.

2. FORMER SUPPLIER INDEMNITIES

2.1 Subject to Paragraphs 2.2 and 6, the Authority shall procure that each Former Supplier shall indemnify the Supplier and any Notified Sub-Contractor against any Employee Liabilities in respect of any Transferring Former Supplier Employee (or, where applicable any employee representative as defined in the Employment Regulations) arising from or as a result of:

2.1.1 any act or omission by the Former Supplier arising before the Relevant Transfer Date;

2.1.2 the breach or non-observance by the Former Supplier arising before the Relevant Transfer Date of:

2.1.2.1 any collective agreement applicable to the Transferring Former Supplier Employees; and/or

2.1.2.2 any custom or practice in respect of any Transferring Former Supplier Employees which the Former Supplier is contractually bound to honour;

2.1.3 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not

limited to, PAYE and primary and secondary national insurance contributions:

2.1.3.1 in relation to any Transferring Former Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date; and

2.1.3.2 in relation to any employee who is not a Transferring Former Supplier Employee and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Former Supplier to the Supplier and/or any Notified Sub-Contractor as appropriate, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations in respect of the period to (but excluding) the Relevant Transfer Date;

2.1.4 a failure of the Former Supplier to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Supplier Employees in respect of the period to (but excluding) the Relevant Transfer Date;

2.1.5 any claim made by or in respect of any person employed or formerly employed by the Former Supplier other than a Transferring Former Supplier Employee for whom it is alleged the Supplier and/or any Notified Sub-Contractor as appropriate may be liable by virtue of this Contract and/or the Employment Regulations and/or the Acquired Rights Directive; and

2.1.6 any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee relating to any act or omission of the Former Supplier in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Supplier or any Sub-Contractor to comply with regulation 13(4) of the Employment Regulations.

2.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Sub-Contractor whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities:

2.2.1 arising out of the resignation of any Transferring Former Supplier Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Supplier or any Sub-Contractor to occur in the period from (and including) the Relevant Transfer Date; or

2.2.2 arising from the failure by the Supplier and/or any Sub-Contractor to

comply with its obligations under the Employment Regulations.

2.3 If any person who is not identified by the Authority as a Transferring Former Supplier Employee claims, or it is determined in relation to any person who is not identified by the Authority as a Transferring Former Supplier Employee, that his/her contract of employment has been transferred from a Former Supplier to the Supplier and/or any Notified Sub-Contractor pursuant to the Employment Regulations or the Acquired Rights Directive then:

2.3.1 the Supplier shall, or shall procure that the Notified Sub-Contractor shall, within 5 Working Days of becoming aware of that fact, give notice in writing to the Authority and, where required by the Authority, to the Former Supplier; and

2.3.2 the Former Supplier may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of the notification by the Supplier and/or the Notified Sub-Contractor or take such other reasonable steps as the Former Supplier considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.

2.4 If an offer referred to in Paragraph 2.3.2 is accepted, or if the situation has otherwise been resolved by the Former Supplier and/or the Authority, the Supplier shall, or shall procure that the Notified Sub-Contractor shall, immediately release the person from his/her employment or alleged employment.

2.5 If by the end of the 15 Working Day period specified in Paragraph 2.3.2:

2.5.1 no such offer of employment has been made;

2.5.2 such offer has been made but not accepted; or

2.5.3 the situation has not otherwise been resolved, the Supplier and/or any Notified Sub-Contractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person.

2.6 Subject to the Supplier and/or any Notified Sub-Contractor acting in accordance with the provisions of Paragraphs 2.3 to 2.5 and in accordance with all applicable proper employment procedures set out in Law, the Authority shall procure that the Former Supplier indemnifies the Supplier and/or any Notified Sub-Contractor (as appropriate) against all Employee Liabilities arising out of the termination pursuant to the provisions of Paragraph 2.5 provided that the Supplier takes, or shall procure that the Notified Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.7 The indemnity in Paragraph 2.6:

2.7.1 shall not apply to:

2.7.1.1 any claim for:

2.7.1.1.1 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

2.7.1.1.2 equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

in any case in relation to any alleged act or omission of the Supplier and/or any Sub-Contractor; or

2.7.1.2 any claim that the termination of employment was unfair because the Supplier and/or Notified Sub-Contractor neglected to follow a fair dismissal procedure; and

2.7.2 shall apply only where the notification referred to in Paragraph 2.3.1 is made by the Supplier and/or any Notified Sub-Contractor (as appropriate) to the Authority and, if applicable, the Former Supplier, within 6 months of the Contract Commencement Date.

2.8 If any such person as is described in Paragraph 2.3 is neither re-employed by the Former Supplier nor dismissed by the Supplier and/or any Notified Sub-Contractor within the time scales set out in Paragraph 2.5, such person shall be treated as having transferred to the Supplier or Notified Sub-Contractor and the Supplier shall, or shall procure that the Notified Sub-Contractor shall, comply with such obligations as may be imposed upon it under the Law.

3. SUPPLIER INDEMNITIES AND OBLIGATIONS

3.1 Subject to Paragraph 3.2, the Supplier shall indemnify the Authority and/or the Former Supplier against any Employee Liabilities in respect of any Transferring Former Supplier Employee (or, where applicable any employee representative as defined in the Employment Regulations) arising from or as a result of:

3.1.1 any act or omission by the Supplier or any Sub-Contractor whether occurring before, on or after the Relevant Transfer Date;

3.1.2 the breach or non-observance by the Supplier or any Sub-Contractor on or after the Relevant Transfer Date of:

3.1.2.1 any collective agreement applicable to the Transferring Former Supplier Employee; and/or

3.1.2.2 any custom or practice in respect of any Transferring Former Supplier Employees which the Supplier or any Sub-Contractor is contractually bound to honour;

3.1.3 any claim by any trade union or other body or person representing any Transferring Former Supplier Employees arising from or connected with any failure by the Supplier or a Sub-Contractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;

3.1.4 any proposal by the Supplier or a Sub-Contractor prior to the Relevant Transfer Date to make changes to the terms and conditions of employment or working conditions of any Transferring Former Supplier Employees to their material detriment on or after their transfer to the Supplier or a Sub-Contractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Former Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;

3.1.5 any statement communicated to or action undertaken by the Supplier or a Sub-Contractor to, or in respect of, any Transferring Former Supplier Employee before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Authority and/or the Former Supplier in writing;

3.1.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

3.1.6.1 in relation to any Transferring Former Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date; and

3.1.6.2 in relation to any employee who is not a Transferring Former Supplier Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Former Supplier to the Supplier or a Sub-Contractor, to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date;

3.1.7 a failure of the Supplier or any Sub-Contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Supplier Employees in respect of the period from (and including) the Relevant Transfer Date; and

3.1.8 any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee relating to any act or omission of the Supplier or any Sub-Contractor in relation to obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the Former Supplier's failure to comply with its obligations under regulation 13 of the Employment Regulations.

3.2 The indemnities in Paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Former Supplier whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Former Supplier's failure to comply with its obligations under the Employment Regulations.

3.3 The Supplier shall comply, and shall procure that each Sub-Contractor shall comply, with all its obligations under the Employment Regulations (including without limitation its obligation to inform and consult in accordance with regulation 13 of the Employment Regulations) and shall perform and discharge, and shall procure that each Sub-Contractor shall perform and discharge, all its obligations in respect of all the Transferring Former Supplier Employees, on and from the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period from (and including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between the Supplier and the Former Supplier.

4. INFORMATION

4.1 The Supplier shall, and shall procure that each Sub-Contractor shall, promptly provide to the Authority and/or at the Authority's direction, the Former Supplier, in writing such information as is necessary to enable the Authority and/or the Former Supplier to carry out their respective duties under regulation 13 of the Employment Regulations. Subject to Paragraph 6, the Authority shall procure that the Former Supplier shall promptly provide to the Supplier and each Notified Sub-Contractor in writing such information as is necessary to enable the Supplier and each Notified Sub-Contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

5. PRINCIPLES OF GOOD EMPLOYMENT PRACTICE

5.1 The Supplier shall, and shall procure that each Sub-Contractor shall, comply with any requirement notified to it by the Authority relating to pensions in respect of any Transferring Former Supplier Employee as set down in:

5.1.1 the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007;

5.1.2 HM Treasury's guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions of 1999;

5.1.3 HM Treasury's guidance: "Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004; and/or

5.1.4 the New Fair Deal.

5.2 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraph 5.1 shall be agreed in accordance with the Variation Procedure.

6. PROCUREMENT OBLIGATIONS

6.1 Notwithstanding any other provisions of this Part B, where in this Part B the Authority accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that the Authority's contract with the Former Supplier contains a contractual right in that regard which the Authority may enforce, or otherwise so that it requires only that the Authority must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

7. PENSIONS

7.1 The Supplier shall, and shall procure that each Sub-Contractor shall, comply with the pensions provisions in the following Annex in respect of any Transferring Former Supplier Employees who transfer from the Former Supplier to the Supplier.

ANNEX TO PART B: PENSIONS

1. PARTICIPATION

1.1 The Supplier undertakes to enter into the Admission Agreement.

1.2 The Supplier and the Authority:

1.2.1 undertake to do all such things and execute any documents (including the Admission Agreement) as may be required to enable the Supplier to participate in the Schemes in respect of the Fair Deal Employees;

1.2.2 agree that the Authority is entitled to make arrangements with the body responsible for the Schemes for the Authority to be notified if the Supplier breaches the Admission Agreement;

1.2.3 notwithstanding Paragraph 1.2.2 of this Annex, the Supplier shall notify the Authority in the event that it breaches the Admission Agreement; and

1.2.4 agree that the Authority may terminate this Contract for material default in the event that the Supplier breaches the Admission Agreement.

1.3 The Supplier shall bear its own costs and all costs that the Authority reasonably incurs in connection with the negotiation, preparation and execution of documents to facilitate the Supplier participating in the Schemes.

2. FUTURE SERVICE BENEFITS

2.1 If the Supplier is rejoining the Schemes for the first time, the Supplier shall procure that the Fair Deal Employees shall be either admitted to or offered continued membership of the relevant section of the Schemes that they became eligible to join on the Relevant Transfer Date and shall continue to accrue or accrue benefits in accordance with the provisions governing the relevant section of the Schemes for service from (and including) the Relevant Transfer Date.

2.2 If staff have already been readmitted to the Schemes, the Supplier shall procure that the Fair Deal Employees, shall be either admitted into, or offered continued membership of, the relevant section of the Schemes that they currently contribute to, or were eligible to join immediately prior to the Relevant Transfer Date and the Supplier shall procure that the Fair Deal Employees continue to accrue benefits in accordance with the provisions governing the relevant section of the Schemes for service from (and including) the Relevant Transfer Date.

2.3 The Supplier undertakes that should it cease to participate in the Schemes for whatever reason at a time when it has Eligible Employees, that it will, at no extra cost to the Authority, provide to any Fair Deal Employee who immediately prior to such cessation remained an Eligible Employee with access to an occupational pension scheme certified by the Government Actuary's Department or any actuary nominated by the Authority in accordance with relevant guidance produced by the Government Actuary's Department as providing benefits which are broadly comparable to those

provided by the Schemes at the relevant date.

2.4 The Parties acknowledge that the Civil Service Compensation Scheme and the Civil Service Injury Benefit Scheme (established pursuant to section 1 of the Superannuation Act 1972) are not covered by the protection of New Fair Deal.

3. FUNDING

3.1 The Supplier undertakes to pay to the Schemes all such amounts as are due under the Admission Agreement and shall deduct and pay to the Schemes such employee contributions as are required by the Schemes.

3.2 The Supplier shall indemnify and keep indemnified the Authority on demand against any claim by, payment to, or loss incurred by the Schemes in respect of the failure to account to the Schemes for payments received and the non-payment or the late payment of any sum payable by the Supplier to or in respect of the Schemes.

4. PROVISION OF INFORMATION

The Supplier and the Authority respectively undertake to each other:

4.1 to provide all information which the other Party may reasonably request concerning matters (i) referred to in this Annex and (ii) set out in the Admission Agreement, and to supply the information as expeditiously as possible; and

4.2 not to issue any announcements to the Fair Deal Employees prior to the Relevant Transfer Date concerning the matters stated in this Annex without the consent in writing of the other Party (not to be unreasonably withheld or delayed).

5. INDEMNITY

5.1 The Supplier undertakes to the Authority to indemnify and keep indemnified the Authority on demand from and against all and any Losses whatsoever arising out of or in connection with any liability towards the Fair Deal Employees arising in respect of service on or after the Relevant Transfer Date which relate to the payment of benefits under an occupational pension scheme (within the meaning provided for in section 1 of the Pension Schemes Act 1993) or the Schemes.

6. EMPLOYER OBLIGATION

6.1 The Supplier shall comply with the requirements of the Pensions Act 2008 and the Transfer of Employment (Pension Protection) Regulations 2005.

7. SUBSEQUENT TRANSFERS

The Supplier shall:

7.1 not adversely affect pension rights accrued by any Fair Deal Employee in the period ending on the date of the relevant future transfer;

7.2 provide all such co-operation and assistance as the Schemes and the Replacement Supplier and/or the Authority may reasonably require to enable

the Replacement Supplier to participate in the Schemes in respect of any Eligible Employee and to give effect to any transfer of accrued rights required as part of participation under the New Fair Deal; and

7.3 for the period either

7.3.1 after notice (for whatever reason) is given, in accordance with the other provisions of this Contract, to terminate the Contract or any part of the Services; or

7.3.2 after the date which is two (2) years prior to the date of expiry of this Contract, ensure that no change is made to pension, retirement and death benefits provided for or in respect of any person who will transfer to the Replacement Supplier or the Authority, no category of earnings which were not previously pensionable are made pensionable and the contributions (if any) payable by such employees are not reduced without (in any case) the prior approval of the Authority (such approval not to be unreasonably withheld). Save that this subparagraph shall not apply to any change made as a consequence of participation in an Admission Agreement.

PART C - NO TRANSFER OF EMPLOYEES AT COMMENCEMENT OF SERVICES

1. PROCEDURE IN THE EVENT OF TRANSFER

1.1 The Authority 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 Authority and/or any Former Supplier.

1.2 If any employee of the Authority and/or a Former Supplier claims, or it is determined in relation to any employee of the Authority and/or a Former Supplier, that his/her contract of employment has been transferred from the Authority and/or the Former Supplier to the Supplier and/or any Sub-Contractor pursuant to the Employment Regulations or the Acquired Rights Directive then:

1.2.1 the Supplier shall, and shall procure that the relevant Sub-Contractor shall, within five (5) Working Days of becoming aware of that fact, give notice in writing to the Authority and, where required by the Authority, give notice to the Former Supplier; and

1.2.2 the Authority and/or the Former Supplier may offer (or may procure that a third party may offer) employment to such person within fifteen (15) Working Days of the notification by the Supplier or the Sub-Contractor (as appropriate) or take such other reasonable steps as the Authority or Former Supplier (as the case may be) considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.

1.3 If an offer referred to in Paragraph 1.2.2 is accepted (or if the situation has otherwise been resolved by the Authority and/or the Former Supplier), the Supplier shall, or shall procure that the Sub-Contractor shall, immediately release the person from his/her employment or alleged employment.

1.4 If by the end of the fifteen (15) Working Day period specified in Paragraph 1.2.2:

1.4.1 no such offer of employment has been made;

1.4.2 such offer has been made but not accepted; or

1.4.3 the situation has not otherwise been resolved, the Supplier and/or the Sub-Contractor may within five (5) Working Days give notice to terminate the employment or alleged employment of such person.

2. INDEMNITIES

2.1 Subject to the Supplier and/or the relevant Sub-Contractor acting in accordance with the provisions of Paragraphs 1.2 to 1.4 and in accordance with all applicable employment procedures set out in applicable Law and subject also to Paragraph 2.4, the Authority shall:

2.1.1 indemnify the Supplier and/or the relevant Sub-Contractor against all Employee Liabilities arising out of the termination of the employment of any employees of the Authority referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the Notified

Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities; and

2.1.2 subject to Paragraph 3, procure that the Former Supplier indemnifies the Supplier and/or any Notified Sub-Contractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the relevant Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.2 If any such person as is described in Paragraph 1.2 is neither re employed by the Authority and/or the Former Supplier as appropriate nor dismissed by the Supplier and/or any Sub-Contractor within the fifteen (15) Working Day period referred to in Paragraph 1.4 such person shall be treated as having transferred to the Supplier and/or the Sub-Contractor (as appropriate) and the Supplier shall, or shall procure that the Sub-Contractor shall, comply with such obligations as may be imposed upon it under Law.

2.3 Where any person remains employed by the Supplier and/or any Sub-Contractor pursuant to Paragraph 2.2, all Employee Liabilities in relation to such employee shall remain with the Supplier and/or the Sub-Contractor and the Supplier shall indemnify the Authority and any Former Supplier, and shall procure that the Sub-Contractor shall indemnify the Authority and any Former Supplier, against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Sub-Contractor.

2.4 The indemnities in Paragraph 2.1:

2.4.1 shall not apply to:

2.4.1.1 any claim for:

2.4.1.1.1 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

2.4.1.1.2 equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees, in any case in relation to any alleged act or omission of the Supplier and/or any Sub-Contractor; or

2.4.1.2 any claim that the termination of employment was unfair because the Supplier and/or any Sub-Contractor neglected to follow a fair dismissal procedure; and

2.4.2 shall apply only where the notification referred to in Paragraph 1.2.1 is made by the Supplier and/or any Sub-Contractor to the Authority and, if applicable, Former Supplier within 6 months of the Contract

Commencement Date.

3. PROCUREMENT OBLIGATIONS

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

PART D - EMPLOYMENT EXIT PROVISIONS

1. PRE-SERVICE TRANSFER OBLIGATIONS

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

1.1.1 receipt of a notification from the Authority of a Service Transfer or intended Service Transfer;

1.1.2 receipt of the giving of notice of early termination or any Partial Termination of this Contract;

1.1.3 the date which is twelve (12) Months before the end of the Term; and

1.1.4 receipt of a written request of the Authority at any time (provided that the Authority shall only be entitled to make one such request in any six (6) month period), it shall provide in a suitably anonymised format so as to comply with the DPA, the Supplier's Provisional Supplier Personnel List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Personnel List and it shall provide an updated Supplier's Provisional Supplier Personnel List at such intervals as are reasonably requested by the Authority.

1.2 At least thirty (30) Working Days prior to the Service Transfer Date, the Supplier shall provide to the Authority or at the direction of the Authority to any Replacement Supplier and/or any Replacement Sub-Contractor:

1.2.1 the Supplier's Final Supplier Personnel List, which shall identify which of the Supplier Personnel are Transferring Supplier Employees; and

1.2.2 the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).

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

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

1.5 From the date of the earliest event referred to in Paragraph 1.1, the Supplier agrees, that it shall not, and agrees to procure that each Sub-Contractor shall not, assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall not without the approval of the Authority (not to be unreasonably withheld or delayed):

1.5.1 replace or re-deploy any Supplier Personnel listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise

and is employed on the same terms and conditions of employment as the person he/she replaces;

1.5.2 make, promise, propose or permit any material changes to the terms and conditions of employment of the Supplier Personnel (including any payments connected with the termination of employment);

1.5.3 increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Personnel save for fulfilling assignments and projects previously scheduled and agreed;

1.5.4 introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;

1.5.5 increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services); or

1.5.6 terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process, and shall promptly notify, and procure that each Sub-Contractor shall promptly notify, the Authority or, at the direction of the Authority, any Replacement Supplier and any Replacement Sub-Contractor of any notice to terminate employment given by the Supplier or relevant Sub-Contractor or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect.

1.6 During the Term, the Supplier shall provide, and shall procure that each Sub-Contractor shall provide, to the Authority any information the Authority may reasonably require relating to the manner in which Services are organised, which shall include:

1.6.1 the numbers of employees engaged in providing the Services;

1.6.2 the percentage of time spent by each employee engaged in providing the Services; and

1.6.3 a description of the nature of the work undertaken by each employee by location.

1.7 The Supplier shall provide, and shall procure that each Sub-Contractor shall provide, all reasonable cooperation and assistance to the Authority, any Replacement Supplier and/or any Replacement Sub-Contractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within five (5) Working Days following the Service Transfer Date, the Supplier shall provide, and shall procure that each Sub-Contractor shall provide, to the Authority or,

at the direction of the Authority, to any Replacement Supplier and/or any Replacement Sub-Contractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:

1.7.1 the most recent month's copy pay slip data;

1.7.2 details of cumulative pay for tax and pension purposes;

1.7.3 details of cumulative tax paid;

1.7.4 tax code;

1.7.5 details of any voluntary deductions from pay; and

1.7.6 bank/building society account details for payroll purposes.

2. EMPLOYMENT REGULATIONS EXIT PROVISIONS

2.1 The Authority and the Supplier acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of this Contract or otherwise) resulting in the Services being undertaken by a Replacement Supplier and/or a Replacement Sub-Contractor. Such change in the identity of the Supplier of such Services may constitute a Relevant Transfer to which the Employment Regulations and/or the Acquired Rights Directive will apply. The Authority and the Supplier further agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Sub-Contractor (as the case may be) and each such Transferring Supplier Employee.

2.2 The Supplier shall, and shall procure that each Sub-Contractor shall, comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (but not including) the Service Transfer Date and shall perform and discharge, and procure that each Sub-Contractor shall perform and discharge, all its obligations in respect of all the Transferring Supplier Employees arising in respect of the period up to (and including) the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the Sub-Contractor (as appropriate); and (ii) the Replacement Supplier and/or Replacement Sub-Contractor.

2.3 Subject to Paragraph 2.4, where a Relevant Transfer occurs the Supplier shall indemnify the Authority and/or the Replacement Supplier and/or any Replacement Sub-Contractor against any Employee Liabilities in respect of

any Transferring Supplier Employee (or, where applicable any employee representative as defined in the Employment Regulations) arising from or as a result of:

2.3.1 any act or omission of the Supplier or any Sub-Contractor whether occurring before, on or after the Service Transfer Date;

2.3.2 the breach or non-observance by the Supplier or any Sub-Contractor occurring on or before the Service Transfer Date of:

2.3.2.1 any collective agreement applicable to the Transferring Supplier Employees; and/or

2.3.2.2 any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees which the Supplier or any Sub-Contractor is contractually bound to honour;

2.3.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Supplier or a Sub-Contractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;

2.3.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

2.3.4.1 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

2.3.4.2 in relation to any employee who is not a Transferring Supplier Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier to the Authority and/or Replacement Supplier and/or any Replacement Sub-Contractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or before the Service Transfer Date;

2.3.5 a failure of the Supplier or any Sub-Contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period up to (and including) the Service Transfer Date);

2.3.6 any claim made by or in respect of any person employed or formerly employed by the Supplier or any Sub-Contractor other than a Transferring Supplier Employee for whom it is alleged the Authority

and/or the Replacement Supplier and/or any Replacement Sub-Contractor may be liable by virtue of this Contract and/or the Employment Regulations and/or the Acquired Rights Directive; and

2.3.7 any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Supplier or any Sub-Contractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Authority and/or Replacement Supplier to comply with regulation 13(4) of the Employment Regulations.

2.4 The indemnities in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Sub-Contractor whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities:

2.4.1 arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement Supplier and/or any Replacement Sub-Contractor to occur in the period on or after the Service Transfer Date; or

2.4.2 arising from the Replacement Supplier's failure, and/or Replacement Sub-Contractor's failure, to comply with its obligations under the Employment Regulations.

2.5 If any person who is not a Transferring Supplier Employee claims, or it is determined in relation to any person who is not a Transferring Supplier Employee, that his/her contract of employment has been transferred from the Supplier or any Sub-Contractor to the Replacement Supplier and/or Replacement Sub-Contractor pursuant to the Employment Regulations or the Acquired Rights Directive, then:

2.5.1 the Authority shall procure that the Replacement Supplier shall, or any Replacement Sub-Contractor shall, within five (5) Working Days of becoming aware of that fact, give notice in writing to the Supplier; and

2.5.2 the Supplier may offer (or may procure that a Sub-Contractor may offer) employment to such person within fifteen (15) Working Days of the notification by the Replacement Supplier and/or any and/or Replacement Sub-Contractor or take such other reasonable steps as it considers appropriate to deal with the matter provided always that such steps are in compliance with Law.

2.6 If such offer is accepted, or if the situation has otherwise been resolved by the Supplier or a Sub-Contractor, the Authority shall procure that the Replacement Supplier shall, or procure that the Replacement Sub-Contractor shall, immediately release or procure the release of the person from his/her employment or alleged employment.

2.7 If after the fifteen (15) Working Day period specified in Paragraph 2.5.2 has

elapsed:

2.7.1 no such offer of employment has been made;

2.7.2 such offer has been made but not accepted; or

2.7.3 the situation has not otherwise been resolved

the Authority shall advise the Replacement Supplier and/or Replacement Sub-Contractor, as appropriate that it may within five (5) Working Days give notice to terminate the employment or alleged employment of such person.

2.8 Subject to the Replacement Supplier and/or Replacement Sub-Contractor acting in accordance with the provisions of Paragraphs 2.5 to 2.7, and in accordance with all applicable proper employment procedures set out in applicable Law, the Supplier shall indemnify the Replacement Supplier and/or Replacement Sub-Contractor against all Employee Liabilities arising out of the termination pursuant to the provisions of Paragraph 2.7 provided that the Replacement Supplier takes, or shall procure that the Replacement Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.9 The indemnity in Paragraph 2.8:

2.9.1 shall not apply to:

2.9.1.1 any claim for:

2.9.1.1.1 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

2.9.1.1.2 equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

in any case in relation to any alleged act or omission of the Replacement Supplier and/or Replacement Sub-Contractor; or

2.9.1.2 any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Sub-Contractor neglected to follow a fair dismissal procedure; and

2.9.2 shall apply only where the notification referred to in Paragraph 2.5.1 is made by the Replacement Supplier and/or Replacement Sub-Contractor to the Supplier within six (6) months of the Service Transfer Date.

2.10 If any such person as is described in Paragraph 2.5 is neither re-employed by the Supplier or any Sub-Contractor nor dismissed by the Replacement Supplier and/or Replacement Sub-Contractor within the time scales set out in Paragraphs 2.5 to 2.7, such person shall be treated as a Transferring Supplier

Employee and the Replacement Supplier and/or Replacement Sub-Contractor shall comply with such obligations as may be imposed upon it under applicable Law.

2.11 The Supplier shall comply, and shall procure that each Sub-Contractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Sub-Contractor shall perform and discharge, all its obligations in respect of the Transferring Supplier Employees before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:

2.11.1 the Supplier and/or any Sub-Contractor; and

2.11.2 the Replacement Supplier and/or the Replacement Sub-Contractor.

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

2.13 Subject to Paragraph 2.14, where a Relevant Transfer occurs the Authority shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Sub-Contractor and its sub-contractors against any Employee Liabilities in respect of each Transferring Supplier Employee (or, where applicable any employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee) arising from or as a result of:

2.13.1 any act or omission of the Replacement Supplier and/or Replacement Sub-Contractor;

2.13.2 the breach or non-observance by the Replacement Supplier and/or Replacement Sub-Contractor on or after the Service Transfer Date of:

2.13.2.1 any collective agreement applicable to the Transferring Supplier Employees; and/or

2.13.2.2 any custom or practice in respect of any Transferring Supplier Employees which the Replacement Supplier and/or Replacement Sub-Contractor is contractually bound to honour;

2.13.3 any claim by any trade union or other body or person representing

any Transferring Supplier Employees arising from or connected with any failure by the Replacement Supplier and/or Replacement Sub-Contractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;

2.13.4 any proposal by the Replacement Supplier and/or Replacement Sub-Contractor to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees on or after their transfer to the Replacement Supplier or Replacement Sub-Contractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;

2.13.5 any statement communicated to or action undertaken by the Replacement Supplier or Replacement Sub-Contractor to, or in respect of, any Transferring Supplier Employee on or before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing;

2.13.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

2.13.6.1 in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date; and

2.13.6.2 in relation to any employee who is not a Transferring Supplier Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier or Sub-Contractor, to the Replacement Supplier or Replacement Sub-Contractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date;

2.13.7 a failure of the Replacement Supplier or Replacement Sub-Contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period from (and including) the Service Transfer Date; and

2.13.8 any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Replacement

Supplier or Replacement Sub-Contractor in relation to obligations under regulation 13 of the Employment Regulations.

2.14 The indemnities in Paragraph 2.13 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Sub-Contractor (as applicable) whether occurring or having its origin before, on or after the Relevant Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Sub-Contractor (as applicable) to comply with its obligations under the Employment Regulations.

ANNEX TO SCHEDULE 5 - LIST OF NOTIFIED SUB-CONTRACTORS

CONTRACT SCHEDULE 6: CONTRACT MANAGEMENT, SUB-CONTRACTING AND DISPUTE RESOLUTION PROCEDURE

CONTRACT SCHEDULE 6.1: CONTRACT MANAGEMENT

Level	Authority representative	Supplier representative
1	redacted	redacted
2	redacted	redacted
3	redacted	redacted

ANNEX 1 : BOARD CONFIRMATION

Supplier Name:

Contract Reference Number:

The Board of Directors acknowledge the requirements set out at Clause 14.10 to 14.13 (Contract Management, Records, Audit Access and Open Book Data) and confirm that the Supplier has exercised due care and diligence and made reasonable enquiry of all relevant Supplier Personnel and other persons as is reasonably necessary to enable the Board to prepare this statement.

The Board of Directors confirms, to the best of its knowledge and belief, that as at the date of this Board Confirmation it is not aware of and has no knowledge:

(a) that a Financial Distress Event has occurred since the later of the previous Board Confirmation and the date of this Contract or is subsisting; or

(b) of any matters which have occurred or are subsisting that could reasonably be expected to cause a Financial Distress Event

On behalf of the Board of Directors:

Chair ……

Signed ……

Date ……

Director ……

Signed ……

Date ……

CONTRACT SCHEDULE 6.2: KEY SUB-CONTRACTORS

1. In accordance with Clause 20.7 (Appointment of Key Sub-contractors), the Supplier is entitled to Sub-Contract its obligations under this Contract to the Key Sub-Contractors listed in the table below.

2. The Parties agree that they will update this SCHEDULE 6.2 periodically to record any Key Sub-Contractors appointed by the Supplier with the consent of the Authority after the Contract Commencement Date for the purposes of the delivery of the Services.

Key Sub-Contractor name and address (if not the same as the registered office)	Registered office and company number	Related product/Service description	Key Sub-Contract price expressed as a percentage of total projected Contract Charges over the Term	Key role in delivery of the Services

CONTRACT SCHEDULE 6.3: DISPUTE RESOLUTION PROCEDURE

1. DEFINITIONS

1.1 In this Contract SCHEDULE 6.3, the following definitions shall apply:

"CEDR"	the Centre for Effective Dispute Resolution of International Dispute Resolution Centre, 70 Fleet Street, London, EC4Y 1EU;
"Counter Notice"	has the meaning given to it in Paragraph 6.2 of this Contract SCHEDULE 6.3;
"Exception"	a deviation of project tolerances in accordance with PRINCE2 methodology in respect of this Contract or in the supply of the Services;
"Expert"	the person appointed by the Parties in accordance with Paragraph 5.2 of this Contract SCHEDULE 6.3; and
"Mediation Notice"	has the meaning given to it in Paragraph 3.2 of this Contract SCHEDULE 6.3;
"Mediator"	the independent third party appointed in accordance with Paragraph 4.2 of this Contract SCHEDULE 6.3.

2. INTRODUCTION

2.1 If a Dispute arises then:

2.1.1 the representative of the Authority and the Supplier Representative shall attempt in good faith to resolve the Dispute; and

2.1.2 if such attempts are not successful within a reasonable time either Party may give to the other a Dispute Notice.

2.2 The Dispute Notice shall set out:

2.2.1 the material particulars of the Dispute;

2.2.2 the reasons why the Party serving the Dispute Notice believes that the Dispute has arisen; and

2.2.3 if the Party serving the Dispute Notice believes that the Dispute should be dealt with under the Expedited Dispute Timetable as set out in Paragraph 2.6 of this Contract SCHEDULE 6.3, the reason why.

2.3 Unless agreed otherwise in writing, the Parties shall continue to comply with their respective obligations under this Contract regardless of the nature of the Dispute and notwithstanding the referral of the Dispute to the Dispute Resolution Procedure.

2.4 Subject to Paragraph 3.2 of this Contract SCHEDULE 6.3, the Parties shall

seek to resolve Disputes:

2.4.1 first by commercial negotiation (as prescribed in Paragraph 3 of this Contract SCHEDULE 6.3);

2.4.2 then by mediation (as prescribed in Paragraph 4 of this Contract SCHEDULE 6.3); and

2.4.3 lastly by recourse to arbitration (as prescribed in Paragraph 6 of this Contract SCHEDULE 6.3) or litigation (in accordance with Clause 48 (Governing Law and Jurisdiction) of this Contract).

2.5 Specific issues shall be referred to Expert Determination (as prescribed in Paragraph 5 of this Contract SCHEDULE 6.3) where specified under the provisions of this Contract and may also be referred to Expert Determination where otherwise appropriate as specified in Paragraph 5 of this Contract SCHEDULE 6.3.

2.6 In exceptional circumstances where the use of the times in this Contract SCHEDULE 6.3 would be unreasonable, including (by way of example) where one Party would be materially disadvantaged by a delay in resolving the Dispute, the Parties may agree to use the Expedited Dispute Timetable. If the Parties are unable to reach agreement on whether to use of the Expedited Dispute Timetable within five (5) Working Days of the issue of the Dispute Notice, the use of the Expedited Dispute Timetable shall be at the sole discretion of the Authority.

2.7 If the use of the Expedited Dispute Timetable is determined in accordance with Paragraph 2.6 or is otherwise specified under the provisions of this Contract, then the following periods of time shall apply in lieu of the time periods specified in the applicable Paragraphs:

2.7.1 in Paragraph 3.2.3, ten (10) Working Days;

2.7.2 in Paragraph 4.2, ten (10) Working Days;

2.7.3 in Paragraph 5.2, five (5) Working Days; and

2.7.4 in Paragraph 6.2, ten (10) Working Days.

2.8 If at any point it becomes clear that an applicable deadline cannot be met or has passed, the Parties may (but shall be under no obligation to) agree in writing to extend the deadline. Any agreed extension shall have the effect of delaying the start of the subsequent stages by the period agreed in the extension.

3. COMMERCIAL NEGOTIATIONS

3.1 Following the service of a Dispute Notice, the Authority and the Supplier shall use reasonable endeavours to resolve the Dispute as soon as possible, by discussion between the Authority Representative and the Supplier Representative.

3.2 If:

3.2.1 either Party is of the reasonable opinion that the resolution of a

Dispute by commercial negotiation, or the continuance of commercial negotiations, will not result in an appropriate solution;

3.2.2 the Parties have already held discussions of a nature and intent (or otherwise were conducted in the spirit) that would equate to the conduct of commercial negotiations in accordance with this Paragraph 3 of this Contract SCHEDULE 6.3; or

3.2.3 the Parties have not settled the Dispute in accordance with Paragraph 3.1 of this Contract SCHEDULE 6.3 within thirty (30) Working Days of service of the Dispute Notice,

either Party may serve a written notice to proceed to mediation (a "**Mediation Notice"**) in accordance with Paragraph 4 of this Contract SCHEDULE 6.3.

4. MEDIATION

4.1 If a Mediation Notice is served, the Parties shall attempt to resolve the dispute in accordance with CEDR's Model Mediation Agreement which shall be deemed to be incorporated by reference into this Contract.

4.2 If the Parties are unable to agree on the joint appointment of a Mediator within thirty (30) Working Days from service of the Mediation Notice then either Party may apply to CEDR to nominate the Mediator.

4.3 If the Parties are unable to reach a settlement in the negotiations at the mediation, and only if the Parties so request and the Mediator agrees, the Mediator shall produce for the Parties a non-binding recommendation on terms of settlement. This shall not attempt to anticipate what a court might order but shall set out what the Mediator suggests are appropriate settlement terms in all of the circumstances.

4.4 Any settlement reached in the mediation shall not be legally binding until it has been reduced to writing and signed by, or on behalf of, the Parties (in accordance with the Variation Procedure where appropriate). The Mediator shall assist the Parties in recording the outcome of the mediation.

5. EXPERT DETERMINATION

5.1 If a Dispute relates to any aspect of the technology underlying the provision of the Services or otherwise relates to a financial technical or other aspect of a technical nature (as the Parties may agree) and the Dispute has not been resolved by discussion or mediation, then either Party may request (which request will not be unreasonably withheld or delayed) by written notice to the other that the Dispute is referred to an Expert for determination.

5.2 The Expert shall be appointed by agreement in writing between the Parties, but in the event of a failure to agree within ten (10) Working Days, or if the person appointed is unable or unwilling to act, the Expert shall be appointed on the instructions of the relevant professional body.

5.3 The Expert shall act on the following basis:

5.3.1 he/she shall act as an expert and not as an arbitrator and shall act fairly and impartially;

5.3.2 the Expert's determination shall (in the absence of a material failure to follow the agreed procedures) be final and binding on the Parties;

5.3.3 the Expert shall decide the procedure to be followed in the determination and shall be requested to make his/her determination within thirty (30) Working Days of his appointment or as soon as reasonably practicable thereafter and the Parties shall assist and provide the documentation that the Expert requires for the purpose of the determination;

5.3.4 any amount payable by one Party to another as a result of the Expert's determination shall be due and payable within twenty (20) Working Days of the Expert's determination being notified to the Parties;

5.3.5 the process shall be conducted in private and shall be confidential; and

5.3.6 the Expert shall determine how and by whom the costs of the determination, including his/her fees and expenses, are to be paid.

6. ARBITRATION

6.1 The Authority may at any time before court proceedings are commenced refer the Dispute to arbitration in accordance with the provisions of Paragraph 6.4 of this Contract SCHEDULE 6.3.

6.2 Before the Supplier commences court proceedings or arbitration, it shall serve written notice on the Authority of its intentions and the Authority shall have fifteen (15) Working Days following receipt of such notice to serve a reply (a "Counter Notice") on the Supplier requiring the Dispute to be referred to and resolved by arbitration in accordance with Paragraph 6.4 of this Contract SCHEDULE 6.3 or be subject to the jurisdiction of the courts in accordance with Clause 48 (Governing Law and Jurisdiction) of this Contract. The Supplier shall not commence any court proceedings or arbitration until the expiry of such fifteen (15) Working Day period.

6.3 If:

6.3.1 the Counter Notice requires the Dispute to be referred to arbitration, the provisions of Paragraph 6.4 of this Contract SCHEDULE 6.3 shall apply;

6.3.2 the Counter Notice requires the Dispute to be subject to the exclusive jurisdiction of the courts in accordance with Clause 48 (Governing Law and Jurisdiction) of this Contract, the Dispute shall be so referred to the courts and the Supplier shall not commence arbitration proceedings;

6.3.3 the Authority does not serve a Counter Notice within the fifteen (15) Working Days period referred to in Paragraph 6.2 of this Contract SCHEDULE 6.3, the Supplier may either commence arbitration proceedings in accordance with Paragraph 6.4 of this Contract SCHEDULE 6.3 or commence court proceedings in the courts in accordance with Clause 48 (Governing Law and Jurisdiction) of this Contract which shall (in those circumstances) have exclusive

jurisdiction.

6.4 In the event that any arbitration proceedings are commenced pursuant to Paragraphs 6.1 to 6.3 of this Contract SCHEDULE 6.3, the Parties hereby confirm that:

6.4.1 all disputes, issues or claims arising out of or in connection with this Contract (including as to its existence, validity or performance) shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration ("LCIA") (subject to Paragraphs 6.4.5 to 6.4.7 of this Contract SCHEDULE 6.3);

6.4.2 the arbitration shall be administered by the LCIA;

6.4.3 the LCIA procedural rules in force at the date that the Dispute was referred to arbitration shall be applied and are deemed to be incorporated by reference into this Contract and the decision of the arbitrator shall be binding on the Parties in the absence of any material failure to comply with such rules;

6.4.4 if the Parties fail to agree the appointment of the arbitrator within ten (10) days from the date on which arbitration proceedings are commenced or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;

6.4.5 the chair of the arbitral tribunal shall be British;

6.4.6 the arbitration proceedings shall take place in London and in the English language; and

6.4.7 the seat of the arbitration shall be London.

7. URGENT RELIEF

7.1 Either Party may at any time take proceedings or seek remedies before any court or tribunal of competent jurisdiction:

7.1.1 for interim or interlocutory remedies in relation to this Contract or infringement by the other Party of that Party's Intellectual Property Rights; and/or

7.1.2 where compliance with Paragraph 2.1 of this Contract SCHEDULE 6.3 and/or referring the Dispute to mediation may leave insufficient time for that Party to commence proceedings before the expiry of the limitation period.

CONTRACT SCHEDULE 7: DATA PROCESSING ACTIVITIES

This SCHEDULE 7 shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this SCHEDULE 7 shall be with the Controller at its absolute discretion.

1. The contact details of the Controller's Data Protection Officer are: **redacted**

2. The contact details of the Processor's Data Protection Officer are: **redacted**

3. The Processor shall comply with any further written instructions with respect to processing by the Controller.

4. Any such further instructions shall be incorporated into this SCHEDULE 7.

Description	**Details**
Identity of the Controller and Processor	The data controller is the Cabinet Office The data processor is Realise Learning and Employment Limited (T/a Realise)
Subject matter of the processing	The processing of personal data to enable Realise to provide the Training Services to the Employer (Civil Service Department) and its nominated employees and to claim funding attached to the Training Services.
Duration and location of the processing	For the duration of the training programme and 6 years from completion of programme.
Nature and purposes of the processing	The personal data will be processed by Realise only to the extent necessary for the Training Provider to provide the Training Services and to claim funding attached to the Training Services.
Type of Personal Data being Processed	Learner Name, Address, Telephone, date of Birth, Email, National Insurance Number, Next of Kin/Emergency Contact Details, Right to Live/Work Eligibility Status, Ethnicity, Health/Disability/Learning Needs relevant to delivery of training, Personal Circumstances relevant to delivery of training, Prior Attainment, Training & Qualifications, Employer Details including Contact Name/Details
Categories of Data Subject	Individuals who are employed by the Employer (Civil Service Department) under an Apprenticeship Agreement who are Apprentices under the ESFA Rules and in relation to whom Realise is to provide any of the Training Services
Plan for return and	Data processed for the duration of the training

Description	Details
destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	programme and retained for 6 years from completion of programme. Records will be permanently deleted at the end of their designated retention period.

CONTRACT SCHEDULE 8: NOT USED

CONTRACT SCHEDULE 9: TRANSPARENCY REPORTS AND COMMERCIALLY SENSITIVE INFORMATION

List of Transparency Reports

Title	Content	Format	Frequency
Performance	Supplier to comply with requirements set out in SCHEDULE 2.2 (Performance Levels)		
Contract Charges	Supplier to comply with requirements set out in SCHEDULE 2.2 (Performance Levels)		

Commercially Sensitive Information

No.	Date	Item(s)	Duration of Confidentiality
1		References to names, job titles – CVs	Ten (10) years from the Contract Commencement Date

CONTRACT SCHEDULE 10: EXIT MANAGEMENT

1. DEFINITIONS

1.1 In this Contract SCHEDULE 10, the following definitions shall apply:

"Exclusive Assets"	means those Supplier Assets used by the Supplier or a Key Sub-Contractor which are used exclusively in the provision of the Services;
"Exit Information"	has the meaning given to it in Paragraph 4.1 of this Contract SCHEDULE 10;
"Exit Manager"	means the person appointed by each Party pursuant to Paragraph 3.4 of this Contract SCHEDULE 10 for managing the Parties' respective obligations under this Contract SCHEDULE 10;
"Net Book Value"	means the net book value of the relevant Supplier Asset(s) calculated in accordance with the depreciation policy of the Supplier set out in the letter in the agreed form from the Supplier to the Costumer of even date with this Contract;
"Non-Exclusive Assets"	means those Supplier Assets (if any) which are used by the Supplier or a Key Sub-Contractor in connection with the Services but which are also used by the Supplier or Key Sub-Contractor for other purposes;
"Registers"	means the register and configuration database referred to in Paragraphs 3.1.1 and 3.1.2 of this Contract SCHEDULE 10;
"Termination Assistance"	means the activities to be performed by the Supplier pursuant to the Exit Plan, and any other assistance required by the Authority pursuant to the Termination Assistance Notice;
"Termination Assistance Notice"	has the meaning given to it in Paragraph 6.1 of this Contract SCHEDULE 10;
"Termination Assistance Period"	means in relation to a Termination Assistance Notice, the period specified in the Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 6.2 of this Contract SCHEDULE 10;

"Transferable Assets"	means those of the Exclusive Assets which are capable of legal transfer to the Authority;
"Transferable Contracts"	means the Sub-Contracts, licences for Supplier Background IPR, Project Specific IPR, licences for Third Party IPR or other agreements which are necessary to enable the Authority or any Replacement Supplier to provide the Services or the Replacement Services, including in relation to licences all relevant Documentation;
"Transferring Assets"	has the meaning given to it in Paragraph 9.2.1 of this Contract SCHEDULE 10;
"Transferring Contracts"	has the meaning given to it in Paragraph 9.2.3 of this Contract SCHEDULE 10.

2. INTRODUCTION

2.1 This Contract SCHEDULE 10 describes provisions that should be included in the Exit Plan, the duties and responsibilities of the Supplier to the Authority leading up to and covering the Contract Expiry Date and the transfer of service provision to the Authority and/or a Replacement Supplier.

2.2 The objectives of the exit planning and service transfer arrangements are to ensure a smooth transition of the availability of the Services from the Supplier to the Authority and/or a Replacement Supplier at the Contract Expiry Date.

3. OBLIGATIONS DURING THE CONTRACT PERIOD TO FACILITATE EXIT

3.1 During the Contract Period, the Supplier shall:

3.1.1 create and maintain a Register of all:

3.1.1.1 Supplier Assets, detailing their: make, model and

3.1.1.1.1 asset number;

3.1.1.1.2 ownership and status as either Exclusive Assets or Non Exclusive Assets;

3.1.1.1.3 Net Book Value;

3.1.1.1.4 condition and physical location; and

3.1.1.1.5 use (including technical specifications); and

3.1.1.2 Sub-Contracts and other relevant agreements (including relevant software licences, maintenance and support agreements and equipment rental and lease agreements) required for the performance of the

Services;

3.1.2 create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Services, which shall contain sufficient detail to permit the Authority and/or Replacement Supplier to understand how the Supplier provides the Services and to enable the smooth transition of the Services with the minimum of disruption;

3.1.3 agree the format of the Registers with the Authority as part of the process of agreeing the Exit Plan; and

3.1.4 at all times keep the Registers up to date, in particular in the event that Assets, Sub-Contracts or other relevant agreements are added to or removed from the Services.

3.2 The Supplier shall:

3.2.1 procure that all Exclusive Assets listed in the Registers are clearly marked to identify that they are exclusively used for the provision of the Services under this Contract; and

3.2.2 (unless otherwise agreed by the Authority in writing) procure that all licences for Third Party IPR and all Sub-Contracts shall be assignable and/or capable of novation at the request of the Authority to the Authority (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Services (or part of them) without restriction (including any need to obtain any consent or approval) or payment by the Authority.

3.3 Where the Supplier is unable to procure that any Sub-Contract or other agreement referred to in Paragraph 3.2.2 of this Contract SCHEDULE 10 which the Supplier proposes to enter into after the Contract Commencement Date is assignable and/or capable of novation to the Authority (and/or its nominee) and/or any Replacement Supplier without restriction or payment, the Supplier shall promptly notify the Authority of this and the Parties shall (acting reasonably and without undue delay) discuss the appropriate action to be taken which, where the Authority so directs, may include the Supplier seeking an alternative Sub-Contractor or provider of services to which the relevant agreement relates.

3.4 Each Party shall appoint a person for the purposes of managing the Parties' respective obligations under this Contract SCHEDULE 10 and provide written notification of such appointment to the other Party within three (3) Months of the Contract Commencement Date. The Supplier’s Exit Manager shall be responsible for ensuring that the Supplier and its employees, agents and Sub-Contractors comply with this Contract SCHEDULE 10. The Supplier shall ensure that its Exit Manager has the requisite authority to arrange and procure any resources of the Supplier as are reasonably necessary to enable the Supplier to comply with the requirements set out in this Contract SCHEDULE 10. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the termination of this Contract and all matters connected with this Contract SCHEDULE 10 and each Party's compliance with it.

4. OBLIGATIONS TO ASSIST ON RE-TENDERING OF GOODS AND/OR SERVICES

4.1 On reasonable notice at any point during the Contract Period, the Supplier shall provide to the Authority and/or its potential Replacement Supplier's (subject to the potential Replacement Supplier's entering into reasonable written confidentiality undertakings), the following material and information in order to facilitate the preparation by the Authority of any invitation to tender and/or to facilitate any potential Replacement Supplier's undertaking due diligence:

4.1.1 details of the Service(s);

4.1.2 a copy of the Registers, updated by the Supplier up to the date of delivery of such Registers;

4.1.3 an inventory of Authority Data in the Supplier's possession or control;

4.1.4 details of any key terms of any third party contracts and licences, particularly as regards charges, termination, assignment and novation;

4.1.5 a list of on-going and/or threatened disputes in relation to the provision of the Services;

4.1.6 all information relating to Transferring Supplier Employees required to be provided by the Supplier under this Contract; and

4.1.7 such other material and information as the Authority shall reasonably require,

(together, the "**Exit Information**").

4.2 The Supplier acknowledges that the Authority may disclose the Supplier's Confidential Information to an actual or prospective Replacement Supplier or any third party whom the Authority is considering engaging to the extent that such disclosure is necessary in connection with such engagement (except that the Authority may not under this Paragraph 4.2 of this Contract SCHEDULE 10 disclose any Supplier's Confidential Information which is information relating to the Supplier's or its Sub-Contractors' prices or costs).

4.3 The Supplier shall:

4.3.1 notify the Authority within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Services and shall consult with the Authority regarding such proposed material changes; and

4.3.2 provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and in any event within ten (10) Working Days of a request in writing from the Authority.

4.4 The Supplier may charge the Authority for its reasonable additional costs to the extent the Authority requests more than four (4) updates in any six (6) month period.

4.5 The Exit Information shall be accurate and complete in all material respects

and the level of detail to be provided by the Supplier shall be such as would be reasonably necessary to enable a third party to:

4.5.1 prepare an informed offer for those Services; and

4.5.2 not be disadvantaged in any subsequent procurement process compared to the Supplier (if the Supplier is invited to participate).

5. EXIT PLAN

5.1 The Supplier shall, within three (3) Months after the Contract Commencement Date, deliver to the Authority an Exit Plan which:

5.1.1 sets out the Supplier's proposed methodology for achieving an orderly transition of the Services from the Supplier to the Authority and/or its Replacement Supplier on the expiry or termination of this Contract;

5.1.2 complies with the requirements set out in Paragraph 5.3 of this Contract SCHEDULE 10;

5.1.3 is otherwise reasonably satisfactory to the Authority.

5.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

5.3 Unless otherwise specified by the Authority or Approved, the Exit Plan shall set out, as a minimum:

5.3.1 how the Exit Information is obtained;

5.3.2 the management structure to be employed during both transfer and cessation of the Services;

5.3.3 the management structure to be employed during the Termination Assistance Period;

5.3.4 a detailed description of both the transfer and cessation processes, including a timetable;

5.3.5 how the Services will transfer to the Replacement Supplier and/or the Authority, including details of the processes, documentation, data transfer, systems migration, security and the segregation of the Authority's technology components from any technology components operated by the Supplier or its Sub-Contractors (where applicable);

5.3.6 details of contracts (if any) which will be available for transfer to the Authority and/or the Replacement Supplier upon the Contract Expiry Date together with any reasonable costs required to effect such transfer (and the Supplier agrees that all assets and contracts used by the Supplier in connection with the provision of the Services will be available for such transfer);

5.3.7 proposals for the training of key members of the Replacement

Supplier's personnel in connection with the continuation of the provision of the Services following the Contract Expiry Date charged at rates agreed between the Parties at that time;

5.3.8 proposals for providing the Authority or a Replacement Supplier copies of all documentation:

5.3.8.1 used in the provision of the Services and necessarily required for the continued use thereof, in which the Intellectual Property Rights are owned by the Supplier; and

5.3.8.2 relating to the use and operation of the Services;

5.3.9 proposals for the assignment or novation of the provision of all services, leases, maintenance agreements and support agreements utilised by the Supplier in connection with the performance of the supply of the Services;

5.3.10 proposals for the identification and return of all Authority Property in the possession of and/or control of the Supplier or any third party (including any Sub-Contractor);

5.3.11 proposals for the disposal of any redundant Services and materials;

5.3.12 procedures to deal with requests made by the Authority and/or a Replacement Supplier for Staffing Information pursuant to Contract SCHEDULE 5 (Staff Transfer);

5.3.13 how each of the issues set out in this Contract SCHEDULE 10 will be addressed to facilitate the transition of the Services from the Supplier to the Replacement Supplier and/or the Authority with the aim of ensuring that there is no disruption to or degradation of the Services during the Termination Assistance Period; and

5.3.14 proposals for the supply of any other information or assistance reasonably required by the Authority or a Replacement Supplier in order to effect an orderly handover of the provision of the Services.

6. TERMINATION ASSISTANCE

6.1 The Authority 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 Contract Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:

6.1.1 the date from which Termination Assistance is required;

6.1.2 the nature of the Termination Assistance required; and

6.1.3 the period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the date that the Supplier ceases to provide the Services.

6.2 The Authority shall have an option to extend the Termination Assistance Period beyond the period specified in the Termination Assistance Notice provided that such extension shall not extend for more than six (6) Months after the date the Supplier ceases to provide the Services or, if applicable, beyond the end of the Termination Assistance Period and provided that it shall notify the Supplier to such effect no later than twenty (20) Working Days prior to the date on which the provision of Termination Assistance is otherwise due to expire. The Authority shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier to such effect.

7. TERMINATION ASSISTANCE PERIOD

7.1 Throughout the Termination Assistance Period, or such shorter period as the Authority may require, the Supplier shall:

7.1.1 continue to provide the Services (as applicable) and, if required by the Authority pursuant to Paragraph 6.1 of this Contract SCHEDULE 10, provide the Termination Assistance;

7.1.2 in addition to providing the Services and the Termination Assistance, provide to the Authority any reasonable assistance requested by the Authority to allow the Services to continue without interruption following the termination or expiry of this Contract and to facilitate the orderly transfer of responsibility for and conduct of the Services to the Authority and/or its Replacement Supplier;

7.1.3 use all reasonable endeavours to reallocate resources to provide such

7.1.4 assistance as is referred to in Paragraph 7.1.2 of this Contract SCHEDULE 10 without additional costs to the Authority;

7.1.5 provide the Services and the Termination Assistance at no detriment to the KPIs, save to the extent that the Parties agree otherwise in accordance with Paragraph 7.3; and

7.1.6 at the Authority's request and on reasonable notice, deliver up-to-date Registers to the Authority.

7.2 Without prejudice to the Supplier’s obligations under Paragraph 7.1.3 of this Contract SCHEDULE 10, if it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 7.1.2 of this Contract SCHEDULE 10 without additional costs to the Authority, any additional costs incurred by the Supplier in providing such reasonable assistance which is not already in the scope of the Termination Assistance or the Exit Plan shall be subject to the Variation Procedure.

7.3 If the Supplier demonstrates to the Authority's reasonable satisfaction that transition of the Services and provision of the Termination Assist during the Termination Assistance Period will have a material, unavoidable adverse effect on the Supplier’s ability to meet one or more particular KPIs, the Parties shall vary the relevant KPIs and/or the applicable Service Credits to take account of such adverse effect.

8. TERMINATION OBLIGATIONS

8.1 The Supplier shall comply with all of its obligations contained in the Exit Plan.

8.2 Upon termination or expiry (as the case may be) or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Services and the Termination Assistance and its compliance with the other provisions of this Contract SCHEDULE 10), the Supplier shall:

8.2.1 cease to use the Authority Data;

8.2.2 provide the Authority and/or the Replacement Supplier with a complete

8.2.3 and uncorrupted version of the Authority Data in electronic form (or such other format as reasonably required by the Authority);

8.2.4 erase from any computers, storage devices and storage media that are to be retained by the Supplier after the end of the Termination Assistance Period all Authority Data and promptly certify to the Authority that it has completed such deletion;

8.2.5 return to the Authority such of the following as is in the Supplier's possession or control:

8.2.5.1 all materials created by the Supplier under this Contract in which the IPRs are owned by the Authority;

8.2.5.2 any equipment which belongs to the Authority;

8.2.5.3 any items that have been on-charged to the Authority, such as consumables; and

8.2.5.4 all Authority Property issued to the Supplier under Clause 22 (Authority Property) of this Contract. Such Authority Property shall be handed back to the Authority in good working order (allowance shall be made only for reasonable wear and tear);

8.2.5.5 any sums prepaid by the Authority in respect of Services not Delivered by the Contract Expiry Date;

8.2.6 vacate any Authority Premises;

8.2.7 remove the Supplier Equipment together with any other materials used by the Supplier to supply the Services and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier and/or any Supplier Personnel;

8.2.8 provide access during normal working hours to the Authority and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:

8.2.8.1 such information relating to the Services as remains in the possession or control of the Supplier; and

8.2.8.2 such members of the Supplier Personnel as have been involved in the design, development and provision of the Services and who are still employed by the Supplier, provided that the Authority and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to requests for access under this paragraph.

8.3 Upon termination or expiry (as the case may be) or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Services and the Termination Assistance and its compliance with the other provisions of this Contract SCHEDULE 10), each Party shall return to the other Party (or if requested, destroy or delete) all Confidential Information of the other Party and shall certify that it does not retain the other Party's Confidential Information save to the extent (and for the limited period) that such information needs to be retained by the Party in question for the purposes of providing or receiving any Services or termination services or for statutory compliance purposes.

8.4 Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Authority to the Supplier in relation to the Services shall be terminated with effect from the end of the Termination Assistance Period.

9. ASSETS AND SUB-CONTRACTS

9.1 Following notice of termination of this Contract and during the Termination Assistance Period, the Supplier shall not, without the Authority's prior written consent:

9.1.1 terminate, enter into or vary any Sub-Contract;

9.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets; or

9.1.3 terminate, enter into or vary any licence for software in connection with the provision of Services.

9.2 Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier pursuant to Paragraph 7.1.6 of this Contract SCHEDULE 10, the Authority shall provide written notice to the Supplier setting out:

9.2.1 which, if any, of the Transferable Assets the Authority requires to be transferred to the Authority and/or the Replacement Supplier ("**Transferring Assets**");

9.2.2 which, if any, of:

9.2.2.1 the Exclusive Assets that are not Transferable Assets; and

9.2.2.2 the Non-Exclusive Assets, the Authority and/or the Replacement Supplier requires the continued use of; and

9.2.3 which, if any, of Transferable Contracts the Authority requires to be assigned or novated to the Authority and/or the Replacement Supplier (the "**Transferring Contracts**"), in order for the Authority and/or its Replacement Supplier to provide the Services from the expiry of the Termination Assistance Period. Where requested by the Authority and/or its Replacement Supplier, the Supplier shall provide all reasonable assistance to the Authority and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts the Authority and/or its Replacement Supplier requires to provide the Services or the Replacement Services.

9.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Authority and/or its nominated Replacement Supplier for a consideration equal to their Net Book Value, except where the cost of the Transferring Asset has been partially or fully paid for through the Contract Charges at the Contract Expiry Date, in which case the Authority shall pay the Supplier the Net Book Value of the Transferring Asset less the amount already paid through the Contract Charges.

9.4 Risk in the Transferring Assets shall pass to the Authority or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title to the Transferring Assets shall pass to the Authority or the Replacement Supplier (as appropriate) on payment for the same.

9.5 Where the Supplier is notified in accordance with Paragraph 9.2.2 of this Contract SCHEDULE 10 that the Authority and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:

9.5.1 procure a non-exclusive, perpetual, royalty-free licence (or licence on such other terms that have been agreed by the Authority) for the Authority and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which

9.5.2 procure a suitable alternative to such assets and the Authority or the Replacement Supplier shall bear the reasonable proven costs of procuring the same.

9.6 The Supplier shall as soon as reasonably practicable assign or procure the novation to the Authority and/or the Replacement Supplier of the Transferring Contracts. The Supplier shall execute such documents and provide such other assistance as the Authority reasonably requires to effect this novation or assignment.

9.7 The Authority shall:

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

9.7.2 once a Transferring Contract is novated or assigned to the Authority and/or the Replacement Supplier, carry out, perform and discharge all the obligations and liabilities created by or arising under that

Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.

9.8 The Supplier shall hold any Transferring Contracts on trust for the Authority until such time as the transfer of the relevant Transferring Contract to the Authority and/or the Replacement Supplier has been effected.

9.9 The Supplier shall indemnify the Authority (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Authority (and/or Replacement Supplier) pursuant to Paragraph 9.6 of this Contract SCHEDULE 10 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract.

10. SUPPLIER PERSONNEL

10.1 The Authority and Supplier agree and acknowledge that in the event of the Supplier ceasing to provide the Services or part of them for any reason, Contract SCHEDULE 5 (Staff Transfer) shall apply.

10.2 The Supplier shall not take any step (expressly or implicitly and directly or indirectly by itself or through any other person) to dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to the Authority and/or the Replacement Supplier.

10.3 During the Termination Assistance Period, the Supplier shall give the Authority and/or the Replacement Supplier reasonable access to the Supplier's personnel to present the case for transferring their employment to the Authority and/or the Replacement Supplier.

10.4 The Supplier shall immediately notify the Authority or, at the direction of the Authority, the Replacement Supplier of any period of notice given by the Supplier or received from any person referred to in the Staffing Information, regardless of when such notice takes effect.

10.5 The Supplier shall not for a period of twelve (12) Months from the date of transfer re-employ or re-engage or entice any employees, suppliers or Sub-Contractors whose employment or engagement is transferred to the Authority and/or the Replacement Supplier, unless approval has been obtained from the Authority which shall not be unreasonably withheld.

11. CHARGES

11.1 Except as otherwise expressly specified in this Contract, the Supplier shall not make any charges for the services provided by the Supplier pursuant to, and the Authority shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with, this Contract SCHEDULE 10 including the preparation and implementation of the Exit Plan, the Termination Assistance and any activities mutually agreed between the Parties to carry on after the expiry of the Termination Assistance Period.

12. APPORTIONMENTS

12.1 All outgoings and expenses (including any remuneration due) and all rents, royalties and other periodical payments receivable in respect of the

Transferring Assets and Transferring Contracts shall be apportioned between the Authority and the Supplier and/or the Replacement Supplier and the Supplier (as applicable) as follows:

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

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

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

12.2 Each Party shall pay (and/or the Authority shall procure that the Replacement Supplier shall pay) any monies due under Paragraph 12.1 of this Contract SCHEDULE 10 as soon as reasonably practicable.

CONTRACT SCHEDULE 11: VARIATION FORM

Variation Form No:

……

BETWEEN:

[insert name of Authority**]** ("**the**

Authority") and

[insert name of Supplier**]** (**"the Supplier"**)

1. This Contract is varied as follows and shall take effect on the date signed by both Parties:

[Insert details of the Variation]

2. Words and expressions in this Variation shall have the meanings given to them in this Contract.

3. This 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 Authority

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

……

CONTRACT SCHEDULE 12: CONDUCT OF CLAIMS

1. INDEMNITIES

1.1 This SCHEDULE 12 shall apply to the conduct, by a Party from whom an indemnity is sought under this Contract (the "**Indemnifier**"), of claims made by a third person against a Party having (or claiming to have) the benefit of the indemnity (the "**Beneficiary**"). For the avoidance of doubt, for the purpose of this SCHEDULE 12, any reference to a "Party" or the "Parties" shall be interpreted as including any Authority Service Recipient.

1.2 If the Beneficiary receives any notice of any claim for which it appears that the Beneficiary is, or may become, entitled to indemnification under this Contract (a "**Claim**"), the Beneficiary shall give notice in writing to the Indemnifier as soon as reasonably practicable and in any event within 10 Working Days of receipt of the same.

1.3 Subject to Paragraph 2 of this SCHEDULE 12, on the giving of a notice by the Beneficiary, where it appears that the Beneficiary is or may be entitled to indemnification from the Indemnifier in respect of all (but not part only) of the liability arising out of the Claim, the Indemnifier shall (subject to providing the Beneficiary with a secured indemnity to its reasonable satisfaction against all costs and expenses that it may incur by reason of such action) be entitled to dispute the Claim in the name of the Beneficiary at the Indemnifier's own expense and take conduct of any defence, dispute, compromise or appeal of the Claim and of any incidental negotiations relating to the Claim. If the Indemnifier does elect to conduct the Claim, the Beneficiary shall give the Indemnifier all reasonable cooperation, access and assistance for the purposes of such Claim and, subject to Paragraph 2.2 of this SCHEDULE 12, the Beneficiary shall not make any admission which could be prejudicial to the defence or settlement of the Claim without the prior written consent of the Indemnifier.

1.4 With respect to any Claim conducted by the Indemnifier pursuant to Paragraph 1.3 of this SCHEDULE 12:

1.4.1 the Indemnifier shall keep the Beneficiary fully informed and consult with it about material elements of the conduct of the Claim;

1.4.2 the Indemnifier shall not bring the name of the Beneficiary into disrepute;

1.4.3 the Indemnifier shall not pay or settle such Claim without the prior written consent of the Beneficiary, such consent not to be unreasonably withheld or delayed; and

1.4.4 the Indemnifier shall conduct the Claim with all due diligence.

1.5 The Beneficiary shall be entitled to have conduct of the Claim and shall be free to pay or settle any Claim on such terms as it thinks fit and without prejudice to its rights and remedies under this Contract if:

1.5.1 the Indemnifier is not entitled to take conduct of the Claim in accordance with Paragraph 1.3 above;

1.5.2 the Indemnifier fails to notify the Beneficiary in writing of its intention

to take conduct of the relevant Claim within 10 Working Days of the notice from the Beneficiary or if the Indemnifier notifies the Beneficiary in writing that it does not intend to take conduct of the Claim; or

1.5.3 the Indemnifier fails to comply in any material respect with the provisions of Paragraph 1.4 above.

2. SENSITIVE CLAIMS

2.1 With respect to any Claim which the Beneficiary, acting reasonably, considers is likely to have an adverse impact on the general public's perception of the Beneficiary (a "**Sensitive Claim**"), the Indemnifier shall be entitled to take conduct of any defence, dispute, compromise or appeal of the Sensitive Claim only with the Beneficiary's prior written consent. If the Beneficiary withholds such consent and elects to conduct the defence, dispute, compromise or appeal of the Sensitive Claim itself, it shall conduct the Sensitive Claim with all due diligence and if it fails to do so, the Indemnifier shall only be liable to indemnify the Beneficiary in respect of that amount which would have been recoverable by the Beneficiary had it conducted the Sensitive Claim with all due diligence.

2.2 The Beneficiary shall be free at any time to give written notice to the Indemnifier that it is retaining or taking over (as the case may be) the conduct of any Claim, to which Paragraph 1.3 above applies if, in the reasonable opinion of the Beneficiary, the Claim is, or has become, a Sensitive Claim.

3. RECOVERY OF SUMS

3.1 If the Indemnifier pays to the Beneficiary an amount in respect of an indemnity and the Beneficiary subsequently recovers (whether by payment, discount, credit, saving, relief or other benefit or otherwise) a sum which is directly referable to the fact, matter, event or circumstances giving rise to the Claim, the Beneficiary shall forthwith repay to the Indemnifier whichever is the lesser of:

3.1.1 an amount equal to the sum recovered (or the value of the discount, credit, saving, relief, other benefit or amount otherwise obtained) less any out-of-pocket costs and expenses properly incurred by the Beneficiary in recovering or obtaining the same; and

3.1.2 the amount paid to the Beneficiary by the Indemnifier in respect of the Claim under the relevant indemnity.

4. MITIGATION

4.1 Each of the Authority (and the Authority shall procure that each Authority Service Recipient shall) and the Supplier shall at all times take all reasonable steps to minimise and mitigate any loss for which the relevant Party is entitled to bring a claim against the other Party pursuant to the indemnities in this SCHEDULE 12.

CONTRACT SCHEDULE 13: CONTRACT GUARANTEE

[Insert the name of the Guarantor]

- and -

[Insert the name of the Beneficiary]

DEED OF GUARANTEE

THIS DEED is executed as a deed and dated [Insert date of execution] (the "**Deed**")

BETWEEN:

(1) **[INSERT NAME OF THE GUARANTOR]** [a company incorporated in [England and Wales] under registered number [insert registered number] whose registered office is at [insert registered office]] [**OR]** [a company incorporated under the laws of [insert country], registered in [insert country] with number [insert number] at [insert place of registration], whose principal office is at [insert office details] (the "**Guarantor**"); and

(2) **[INSERT NAME OF THE AUTHORITY]**, [acting on behalf of the Crown] of [insert the Authority's address] (the "**Authority**").

together the "**Parties**" and each a "**Party**".

BACKGROUND:

(A) The Authority [has awarded] a contract dated [insert date] to [insert details of the Supplier] (the "**Supplier**") for the provision of [insert details of goods or services to be provided] (the "**Guaranteed Agreement**").

(B) It is a condition of the Authority entering into the Guaranteed Agreement that the Supplier procures the execution and delivery to the Authority of a parent company guarantee substantially in the form of this Deed.

(C) The Guarantor has agreed to guarantee the due performance of the Guaranteed Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

Definitions

1.1 The **following** definitions apply in this Deed:

"Business Day"	means a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;
"Control"	means the power of a person to secure that the affairs of a body corporate are conducted in accordance with the wishes of that person: a) by means of the holding of shares or the possession of voting power in relation to

that body or any other body corporate; or

b) as a result of any powers conferred by the constitutional or corporate documents, or any other document regulating that body or any other body corporate;

"Guaranteed Agreement"	has the meaning given to it in Recital (A);
"Guaranteed Obligations"	has the meaning given to it in Clause 2.1.1;
"Supplier"	has the meaning given to it in Recital (A);
"VAT"	means value added tax or any equivalent tax chargeable in the UK or elsewhere.

Interpretation

1. Unless otherwise stated, any reference in this Deed to:

1.1 the "Guarantor", the "Authority", the “Supplier” or any other person shall be construed so as to include their successors in title, permitted assigns and permitted transferees, whether direct or indirect;

1.2 "assets" includes present and future properties, revenues and rights of every description;

1.3 this "Deed", or any other agreement or instrument is a reference to, this deed or other agreement or instrument as amended, novated, supplemented, extended or restated;

1.4 "indebtedness" includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;

1.5 a "person" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality);

1.6 the words “including”, “includes”, “in particular”, “for example” or similar shall be construed as illustrative and without limitation to the generality of the related general words; and

1.7 a time of day is a reference to London time.

2. GUARANTEE AND INDEMNITY

2.1 The Guarantor:

2.1.1 guarantees to the Authority the due and punctual performance of all of the Supplier's present and future obligations under and in connection with the Guaranteed Agreement if and when they become due and performable in accordance with the terms of the Guaranteed Agreement (the “**Guaranteed Obligations**”);

2.1.2 shall pay to the Authority from time to time on demand all monies

(together with interest on such sum accrued before and after the date of demand until the date of payment) that have become payable by the Supplier to the Authority under or in connection with the Guaranteed Agreement but which has not been paid at the time the demand is made; and

2.1.3 shall, if the Supplier fails to perform in full and on time any of the Guaranteed Obligations and upon written notice from the Authority, immediately on demand perform or procure performance of the same at the Guarantor's own expense.

2.2 The Guarantor, as principal obligor and as a separate and independent obligation and liability from its obligations and liabilities under Clause 2.1, shall indemnify and keep indemnified the Authority in full and on demand from and against all and any losses, damages, costs and expenses suffered or incurred by the Authority arising out of, or in connection with:

2.2.1 any failure by the Supplier to perform or discharge the Guaranteed Obligations; or

2.2.2 any of the Guaranteed Obligations being or becoming wholly or partially unenforceable for any reason,

2.2.3 provided that the Guarantor's liability under this Clause 2.2 shall be no greater than the Supplier's liability under the Guaranteed Agreement was (or would have been had the relevant Guaranteed Obligation been fully enforceable).

3. AUTHORITY PROTECTIONS

Continuing Guarantee

3.1 This Deed is, and shall at all times be, a continuing and irrevocable security until the Guaranteed Obligations have been satisfied or performed in full, and is in addition to and not in substitution for and shall not merge with any other right, remedy, guarantee or security which the Authority may at any time hold for the performance of the Guaranteed Obligations and may be enforced without first having recourse to any such security.

Preservation of the Guarantor's liability

3.2 The Guarantor's liability under this Deed shall not be reduced, discharged or otherwise adversely affected by:

3.2.1 any arrangement made between the Supplier and the Authority;

3.2.2 any partial performance (except to the extent of such partial performance) by the Supplier of the Guaranteed Obligations;

3.2.3 any alteration in the obligations undertaken by the Supplier whether by way of any variation referred to in Clause 4 or otherwise;

3.2.4 any waiver or forbearance by the Authority whether as to payment, time, performance or otherwise;

3.2.5 the taking, variation, renewal or release of, the enforcement or

neglect to perfect or enforce any right, guarantee, remedy or security from or against the Supplier or any other person;

3.2.6 any unenforceability, illegality or invalidity of any of the provisions of the Guaranteed Agreement or any of the Supplier's obligations under the Guaranteed Agreement, so that this Deed shall be construed as if there were no such unenforceability, illegality or invalidity;

3.2.7 any dissolution, amalgamation, reconstruction, reorganisation, change in status, function, Control or ownership, insolvency, liquidation, administration, voluntary arrangement, or appointment of a receiver, of the Supplier or any other person.

Immediate demand

3.3 The Guarantor waives any right it may have to require the Authority to proceed against, enforce any other right or claim for payment against, or take any other action against, the Supplier or any other person before claiming from the Guarantor under this Guarantee.

Deferral of rights

3.4 Until all amounts which may be or become payable under the Guaranteed Agreement or this Deed have been irrevocably paid in full, the Guarantor shall not, as a result of this Deed or any payment performance under this Deed:

3.4.1 be subrogated to any right or security of the Authority;

3.4.2 claim or prove in competition with the Authority against the Supplier or any other person;

3.4.3 demand or accept repayment in whole or in part of any indebtedness due from the Supplier;

3.4.4 take the benefit of, share in or enforce any security or other guarantee or indemnity against the Supplier; or

3.4.5 claim any right of contribution, set-off or indemnity from the Supplier,

without the prior written consent of the Authority (and in such case only in accordance with any written instructions of the Authority).

3.5 If the Guarantor receives any payment or other benefit in breach of Clause 3.4, or as a result of any action taken in accordance with a written instruction of the Authority given pursuant to Clause 3.4, such payment of other benefit, and any benefit derived directly or indirectly by the Guarantor therefrom, shall be held by the Guarantor on trust for the Authority applied towards the discharge of the Guarantor’s obligations to the Authority under this Deed.

4. VARIATION OF THE GUARANTEED AGREEMENT

4.1 The Guarantor confirms that it intends that this Deed shall extend and apply from time to time to any variation, increase, extension or addition of the Guaranteed Agreement, however, fundamental, and any associated fees, costs and/or expenses.

5. PAYMENT AND COSTS

5.1 All sums payable by the Guarantor under this Deed shall be paid in full to the Authority in pounds sterling:

5.1.1 without any set-off, condition or counterclaim whatsoever; and

5.1.2 free and clear of any deductions or withholdings whatsoever except as may be required by applicable law which is binding on the Guarantor.

5.2 If any deduction or withholding is required by any applicable law to be made by the Guarantor:

5.2.1 the amount of the payment due from the Guarantor shall be increased to an amount which (after making any deduction or withholding) leaves an amount equal to the payment which would have been due if no deduction or withholding had been required; and

5.2.2 the Guarantor shall promptly deliver to the Authority all receipts issued to it evidencing each deduction or withholding which it has made.

5.3 The Guarantor shall not and may not direct the application by the Authority of any sums received by the Authority from the Guarantor under any of the terms in this Deed.

5.4 The Guarantor shall pay interest on any amount due under this Deed at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 2013, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.

5.5 The Guarantor shall, on a full indemnity basis, pay to the Authority on demand the amount of all costs and expenses (including legal and out-of-pocket expenses and any VAT on those costs and expenses) which the Authority incurs in connection with:

5.5.1 the preservation, or exercise and enforcement, of any rights under or in connection with this Deed or any attempt to do so; and

5.5.2 any discharge or release of this Deed.

6. CONDITIONAL DISCHARGE

6.1 Any release, discharge or settlement between the Guarantor and the Authority in relation to this Deed shall be conditional on no right, security, disposition or payment to the Authority by the Guarantor, the Supplier or any other person being avoided, set aside or ordered to be refunded pursuant to any enactment or law relating to breach of duty by any person, bankruptcy, liquidation, administration, protection from creditors generally or insolvency for any other reason.

6.2 If any such right, security, disposition or payment as referred to in Clause 6.1 is avoided, set aside or ordered to be refunded, the Authority shall be entitled subsequently to enforce this Deed against the Guarantor as if such release,

discharge or settlement had not occurred and any such security, disposition or payment has not been made.

7. REPRESENTATIONS AND WARRANTIES

7.1 The Guarantor represents and warrants to the Authority that:

7.1.1 it is duly incorporated with limited liability and is a validly existing company under the laws of its place of incorporation, has the capacity to sue or be sued in its own name, and has power to carry on its business as now being conducted and to own its property and other assets;

7.1.2 it has full power under its constitution or equivalent constitutional documents in the jurisdiction in which it is established to enter into this Deed;

7.1.3 it has full power to perform the obligations expressed to be assumed by it or contemplated by this Deed;

7.1.4 it has been duly authorised to enter into this Deed;

7.1.5 it has taken all necessary corporate action to authorise the execution, delivery and performance of this Deed;

7.1.6 this Deed when executed and delivered will constitute a legally binding obligation on it enforceable in accordance with its terms;

7.1.7 all necessary consents and authorisations for the giving and implementation of this Deed have been obtained;

7.1.8 that its entry into and performance of its obligations under this Deed will not constitute any breach of or default under any contractual, government or public obligation binding on it; and

7.1.9 that it is not engaged in any litigation or arbitration proceedings that might affect its capacity or ability to perform its obligations under this Deed and to the best of its knowledge no such legal or arbitration proceedings have been threatened or are pending against it.

8. ASSIGNMENT

8.1 The Authority shall be entitled by notice in writing to the Guarantor to assign the benefit of this Deed at any time to any person without the consent of the Guarantor being required and any such assignment shall not release the Guarantor from liability under this Deed.

8.2 The Guarantor may not assign or transfer any of its rights and/or obligations under this Deed without the prior written consent of the Authority.

9. VARIATION

9.1 No variation of this Deed shall be effective unless it is in writing and signed by the parties.

10. DEMANDS AND NOTICES

10.1 Any demand or notice served by the Authority on the Guarantor under this Deed shall be in writing, addressed to:

10.1.1 For the Attention of **[insert details]**

10.1.2 [Address of the Guarantor in England and Wales]

10.2 Or such other address in England and Wales as the Guarantor has from time to time notified to the Authority in writing in accordance with the terms of this Deed as being an address or facsimile number for the receipt of such demands or notices.

10.3 Any notice or demand served on the Guarantor or the Authority under this Deed shall be deemed to have been served:

10.3.1 if delivered by hand, at the time of delivery; or

10.3.2 if posted, at 10.00 a.m. on the second Business Day after it was put into the post.

10.4 In proving service of a notice or demand on the Guarantor it shall be sufficient to prove that delivery was made, or that the envelope containing the notice or demand was properly addressed and posted as a prepaid first class recorded delivery letter.

10.5 Any notice purported to be served on the Authority under this Deed shall only be valid when received in writing by the Authority.

11. ENTIRE AGREEMENT

11.1 This Deed constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

11.2 The Guarantor acknowledges that it has not entered into this Deed in reliance upon, nor has it been induced to enter into this Deed by, any representation, warranty or undertaking made by or on behalf of the Authority (whether express or implied and whether pursuant to statute or otherwise) which is not set out in this Deed.

12. WAIVER

12.1 No failure or delay by the Authority to exercise any right or remedy provided under this Deed or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

12.2 Any waiver by the Authority of any terms of this Deed, or of any Guaranteed Obligations, shall only be effective if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is given.

13. SEVERANCE

13.1 If any provision or part-provision of this Deed is or becomes invalid, illegal or unenforceable for any reason, such provision or part-provision shall be

deemed deleted, but that shall not affect the validity and enforceability of the rest of this Deed.

14. THIRD PARTY RIGHTS

14.1 A person who is not a Party to this Deed shall have no right under the Contracts (Rights of Third Parties) Act 1999 (as amended, updated or replaced from time to time) to enforce any of its terms but this does not affect any third party right which exists or is available independently of that Act.

15. GOVERNING LAW AND JURISDICTION

15.1 This Deed and any issues, disputes or claims (whether contractual or non-contractual) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.

15.2 The Guarantor irrevocably agrees for the benefit of the Authority that the courts of England shall have jurisdiction to settle any dispute or claim (whether contractual or non-contractual) that arises out of or in connection with this Deed or its subject matter or formation.

15.3 Nothing contained in Clause 15.2 shall limit the rights of the Authority to take proceedings against the Guarantor in any other court of competent jurisdiction, nor shall the taking of any such proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not (unless precluded by applicable law).

15.4 The Guarantor irrevocably waives any objection which it may have now or in the future to the courts of England being nominated for the purpose of this Clause 15 on the ground of venue or otherwise and agrees not to claim that any such court is not a convenient or appropriate forum.

15.5 [The Guarantor irrevocably appoints [Insert name of agent] of [Insert address of agent] as its agent to receive on its behalf in England or Wales service of any proceedings under this Clause 15. Such service shall be deemed completed on delivery to such agent (whether or not it is forwarded to and received by the Guarantor) and shall be valid until such time as the Authority has received prior written notice that such agent has ceased to act as agent. If for any reason such agent ceases to be able to act as agent or no longer has an address in England or Wales, the Guarantor shall appoint a substitute acceptable to the Authority and deliver to the Authority the new agent's name and address within England and Wales.]

Executed as a deed by **[insert the name of the Guarantor]** acting by **[insert name of Director]** a director, in the presence of a witness:

…….	…….
[Signature of Witness]	**[Signature of Director]**
	Name of Director:
	……
Name of Witness:	……
Address of Witness:	…….
	…….
Occupation of Witness:	…….

CONTRACT SCHEDULE 14: SERVICES REQUEST PROCESS

Services Request Process

1. Where the Authority or an Authority Service Recipient requires the provision of the Services:

    1.1 on a Regional basis, and the Supplier is the Regional Supplier for the relevant Region and the relevant Profession Area, the Authority or the relevant Authority Service Recipient shall request the performance of the Services by completing and submitting a Services Request Form to the Supplier;

    1.2 on a Regional basis, but there is no Regional Supplier for the relevant Region and the relevant Profession Area, and the Supplier is the National Supplier for the relevant Profession Area, the Authority or the relevant Authority Service Recipient shall request the performance of the Services by completing and submitting a Services Request Form to the Supplier;

    1.3 on a national basis (i.e. Apprentices are based in more than one Region), and the Supplier is the National Supplier for the relevant Profession Area, the Authority or the relevant Authority Service Recipient shall request the performance of the Services by completing and submitting a Services Request Form to the Supplier; or

    1.4 If the relevant National Supplier is unable to the Services, and the Supplier is a Regional Supplier for one or more of the relevant Regions for that Profession Lot, the Authority or the relevant Authority Service Recipient shall have the right to offer the provision of all or part (depending on the Regions required) of the Services to the Supplier and shall request the performance of the Services by completing and submitting a Services Request Form to the Supplier.

2. Where the Authority or an Authority Service Recipient submits a Services Request Form in accordance with Paragraph 1 of this SCHEDULE 14, the Supplier shall confirm receipt of the Services Request Form within two (2) Working Days of receiving it. By confirming receipt, the Supplier shall be deemed to have accepted the requirements set out in the Services Request Form and shall perform the required Services in accordance with the provisions set out in this Contract.

CONTRACT SCHEDULE 14: ANNEX 1 – TEMPLATE SERVICES REQUEST FORM

CSR/128 – the Civil Service Central Apprenticeship Training and Related Services

Services Request Form

Completion guidance
▪ The purpose of this Services Request Form (**"SRF"**) template is to request Apprenticeship Training Services under this Contract. This form will need to be amended to reflect the requirements of the relevant Civil Service Department (as the employer) for each request ▪ The Civil Service Department's Representative - the Single Point of Contact (**"SPOC"**) on behalf of the Civil Service Department will be expected to complete all sections of the Services Request Form before sending it direct to the relevant Apprenticeship Training Services Supplier. ▪ The SPOC must complete the form for each Apprenticeship Programme and detail any Additional Services requirements for each Apprenticeship Programme.

Introduction

This Services Request Form is issued in accordance with Clause 10 (Services Request Process) of the Civil Service Central Apprenticeship Training and Related Services contract entered into by the Minister for the Cabinet Office and the Supplier named below on **[insert date of the Contract]** (the **"Contract"**).

The terms of the Contract are incorporated into, and shall form part of, this Services Request Form.

The Supplier agrees to supply the Services specified in this Services Request Form to the Authority Service Recipient named below in accordance with the terms of the Contract.

Important Notes

By completing this Services Request Form, the Authority Service Recipient, as the employer, confirms that it has complied with all appropriate internal governance processes and procedures, including assuring potential Apprentices meet known eligibility criteria, and that it has obtained any internal financial approvals for any spend for the Services set out in this Services Request Form.

The Authority Service Recipient is responsible for reimbursing the Supplier for any costs incurred for the Services, as set out in this Services Request Form in accordance with the payment and invoicing arrangements set out in the Contract including, for the avoidance of doubt and subject always to any provisions to the contrary in Section J (Termination and Exit Management) of the Contract, any Services that are set out in this Services Request Form, but are subsequently cancelled by the Authority Service Recipient.

Section A – Department Details

Instructions		Department SPOC to complete
Department Purchase Reference	If it applies, include here the Department Purchase number or Purchase Order Number (for any non-levy funded required services)	**[insert reference]**
From Civil Service Department (Authority Service Recipient)	Specify the name of the Civil Service Department requesting the services and the Department SPOC's full name and full contact details	Civil Service Department (Authority Service Recipient): **[insert]** SPOC (Authority Service Recipient Representative): **[insert]**
To Apprenticeship Training Services Supplier	Specify the name of the Supplier *(including registered address and company number)* and the name of the Supplier Representative	Apprenticeship Training Services Supplier: **[insert]** Supplier Representative: **[insert]**

Section B – Required Services; Timeline & Implementation; Invoicing; Department Sign-off; Service Charges

1. Services and service period		
Instructions		**Department SPOC to complete**
1.1	State the earliest date from which the Services are required from, as well as the duration for the provision of the Services by the Supplier.	Commencement Date (s) of required services: **[insert]** Duration: **[insert]**
2. Services required by Department		
2.1	Services required giving the full details of the potential apprentices on Section A & send this to the supplier with the Services Request Form. Please complete a separate Services Request Form for each programme. The services must be specific to the Supplier as set out in this section. If you know proposed Apprentice names,	Services required: **[insert]** **[Details of Apprentices are included in Table 1 to this Services Request Form.]**

	you must complete Table 1 below, as well as ensuring that eligibility minimum requirements are met; the individuals themselves and their line managers are aware of the nomination and that they both understand the basic on and off the job commitment required of the Apprentice. Prepare and share soft & hard copy requirements information with Supplier, ideally a minimum of 3 days prior to any meeting to allow supplier preparation. Ensure necessary input from all relevant stakeholders is arranged	
2.2	This section should include details of any Additional Services which the Supplier is required to provide to the Department. Departments are able to discuss the following additional service requirements that relate directly to the delivery of the available apprenticeship learning programmes: ● Recruitment ● Additional learning content such as additional modules ● Contextualisation of learning to meet departmental requirements ● Additional Skill Coach sessions ● Additional line manager support or training ● Traineeships Charges for each additional service will need to be agreed between the supplier and Department SPOC. Please note some of these charges can be paid for using levy funds and the supplier will be able to explain to you, which charges these are.	Additional Services: **[insert]**

3. Invoicing		
Instructions		**Department SPOC to complete**
3.1	**Customer billing address:** If Additional Services or any non- levy funded services are required insert your	Civil Service Department (Authority Service Recipient) billing address: **[insert]**

	Department billing address	
3.2	**Name of and contact details of Finance contact:** including the full Name, phone number and email address of the Finance contact if this is different from Department SPOC. Include if additional services or any non-levy funded services are required or your Department does not have access to levy funds.	Name of and contact details of Finance contact for the Civil Service Department (Authority Service Recipient): **[insert]**

4. Costs		
Instructions		**Department SPOC to complete**
4.1	**Anticipated Costs:** The contract charges per Apprentice Programme are included in the pricing schedule document (not attached to this form). Department SPOC to complete this section with the expected total services request charges based on the number of Apprentices requested per Programme.	
4.2	**Contract Charges for any Additional Services and resits:** As a separate figure, the available budget for any Additional Services. These costs will be agreed with the supplier and confirmed in writing, once your requirements have been explored. Department SPOC to complete this section with any charges agreed by the parties (over and above the Apprenticeship levy) that the Authority Service Recipient is liable to pay to the Supplier e.g. Recruitment campaign or any agreed resit costs. Refer to the agreed charges in the pricing schedule document (not attached to this form) when completing this section.	Contract Charges for any Additional Services and resits: **[insert]**
4.3	**Payment of Apprenticeship Levy:** Department SPOC to complete this section by including details on payment arrangements of the Apprenticeship Levy and who from the department is the named person who can approve payment through Digital Apprenticeship	

	Service (DAS).	

5. Apprenticeship Training Services Supplier breakdown of charges		
Instructions		**Apprenticeship Training Services Supplier to complete**
5.1	**Services Charges (including any applicable discount(s), but excluding VAT):** The Apprenticeship Training Services Supplier to complete this section with the total Services Request Charges based on the number of Apprentices requested per Programme. Also include in this section, as a separate figure, the Charges for any Additional Services. These costs must be agreed with the Departmental SPOC.	

Table 1

1. List the full details of the potential apprentices and the full title of Apprenticeship programme														
Instructions	**Department SPOC to complete**													
Apprentice details:							**Line Managers details:**			**Apprenticeship Programme details**				
Full name	**Work Telephone Number**	**Work Email Address**	**DoB (DD/MM/YY)**	**Gender**	**Home Postcode**	**Dept/ Agency**	**Manager: Full name**	**Manager: Email**	**Manager: Telephone Number**	**Preferred start date**	**Primary Work Location (State Country and County)**	**Preferred start date**	**Any reasonable adjustments required**	**Confirmation of Eligibility Criteria**

Sign Off

[Note: This section should be signed once the form has been completed and the Department and Apprenticeship Training Services Supplier have agreed the Contract Charges for any Additional Services and resits.]

By signing this Services Request Form:

1. The Apprenticeship Training Services Supplier confirms that it is able to deliver the Services requested in Sections A and B of this Services Request Form within the timeframes set out in Section B, Paragraph 1.1 of this Services Request Form and agrees to the Contract Charges at Section B, Paragraph 4.2 of this Services Request Form (where applicable); and

2. The Civil Service Department (Authority Service Recipient) confirms that it has requested the Services set out in Sections A and B of this Services Request Form to be delivered within the timeframes set out in Section B, Paragraph 1.1 of this Services Request Form and agrees to the Contract Charges at Section B, Paragraph 4.2 of this Services Request Form (where applicable).

Apprenticeship Training Services Supplier	
Supplier Name:	
Supplier Contact Name:	
Company Title:	
Signature:	
Date:	

Civil Service Department (Authority Service Recipient)	
Civil Service Department Name:	
Departmental SPOC name:	
SPOC Title:	
SPOC Signature:	
Date:	

Supplier use only		
Instructions		**Apprenticeship Training Services Supplier to complete**
	Apprenticeship Service Reference Number	Apprenticeship Service Reference Number: **[insert]**
	Date received: Record the date the application received from the	Date received: **[insert]**

	Department SPOC	
	Record Date application details are uploaded onto Apprenticeship Service system	Date uploaded onto Apprenticeship Service: **[insert]**
Guidance on the suppliers, the Apprenticeship Programmes and the additional services available through the Contract		
The purpose of this section will be to include the following once the Contract has been entered into: ▪ a list of the Apprenticeship programmes available under the Contract and the Apprenticeship Training Services Supplier(s) who can deliver these programmes ▪ Additional services available		