DATED 2018

(1) THE SECRETARY OF STATE FOR THE HOME DEPARTMENT

and

(2) MITIE CARE AND CUSTODY LIMITED

and

(3) CARLSON WAGONLIT UK LTD

INNOVATION AND PARTNERSHIP AGREEMENT

In relation to Escorting and Travel Services

THIS INNOVATION AND PARTNERSHIP AGREEMENT is made is made on the date shown on the front page

BETWEEN:

1) **THE SECRETARY OF STATE FOR THE HOME DEPARTMENT** of 2 Marsham Street London SW1P 4DF (the "**Authority**" which term shall include its successors and permitted assigns); and
2) **MITIE CARE AND CUSTODY LIMITED** (registered under number 6976230) whose registered office is at The Shard, Level 12, 32 London Bridge Street, London, SE1 9SG (the "**Escorting Supplier**"); and
3) **CARLSON WAGONLIT UK LTD** (registered under number 2928209) whose registered office is at Maple House, High Street, Potters Bar, Hertfordshire, EN6 5RF (the "**Travel Service Provider**"),

   Collectively known as the **"Parties".**

WHEREAS:

The Authority has a requirement for escorting and travel services in relation to its performance of its statutory functions and in particular in relation to the process of effecting removals from the UK.

The Escorting Supplier has entered into a contract with the Authority in respect of escorting services (the "**Escorting Services Contract**") and the Travel Service Provider has entered into a contract with the Authority in respect of travel services (the "**Travel Services Contract**").

The Authority, Escorting Supplier and Travel Service Provider wish to enter into this Innovation and Partnership Agreement for the purposes of detailing certain arrangements relating to matters which are subject to the Escorting Services Contract and Travel Services Contract with the overall objective of improving the end to end Removals Process.

NOW IT IS HEREBY AGREED as follows:

PART 1 - GENERAL TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 In this Innovation and Partnership Agreement the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

"Authority Requirements" means the obligations of the Escorting Supplier and Travel Service Provider as set out in their respective contracts with the Authority.

"Bi-monthly" means every two months.

"**Contract(s)**" means those contracts held between the Authority and the Escorting Supplier for Escorting Services and the Travel Service Provider for Travel Services, as may be applicable.

"**Innovation and Partnership Agreement**" means this Innovation and Partnership Agreement, as amended by the Parties from time to time.

"**Innovation and Partnership Board**" means the body of senior representatives nominated by each of the Parties in order to undertake the terms of reference described in *Clause* 7 (Role of Innovation and Partnership Board (Tier One)) of this Innovation and Partnership Agreement.

"Innovation and Partnership Dispute Resolution Procedure" means the procedure for resolving disputes between the Parties under this Innovation and Partnership Agreement, which is set out in *Clause 10 (Disputes)*.

"**Innovation and Partnership Sub-Board**" means the body of representatives nominated by the Parties or Key Sub-contractors in order to undertake the terms of reference described in *Clause* 8 (Role of Innovation and Partnership Board (Tier Two)) of this Innovation and Partnership Agreement.

"Removals Process" means all the processes associated with the removal of individuals from the UK under the Immigration Acts, from the start to the completion of a removal.

"Service Innovation" means any change to the Removals Process which will deliver cashable savings, service efficiency or improved value for money.

"**Service Innovation Programme**" means the programme of service innovation related projects in respect of the Removals Process, as may be agreed from time to time by the Innovation and Partnership Board in accordance with the terms of this Innovation and Partnership Agreement.

"**Gain Share Payments**" means payments made to the Escorting Supplier or the Travel Service Provider (which ever is applicable) arising from Service innovation activity agreed by the Service Innovation Programme.

"**Service Provider(s)**" means:

(a) the Escorting Supplier under the Escorting Services Contract and/or

(b) the Travel Service Provider under the Travel Services Contract,

(whichever is applicable).

1.2 This Innovation and Partnership Agreement shall be construed as follows:

1.2.1 in relation to matters which concern the Escorting Supplier, the Innovation and Partnership Agreement shall be construed in accordance with the terms of the Escorting Services Contract; and

1.2.2 in relation to matters which concern the Travel Services Provider, the Innovation and Partnership Agreement shall be construed in accordance with the Travel Services Contract.

1.3 Unless the context requires otherwise, references to “Clauses” and “Schedules” shall be to the clauses of and schedules to this Innovation and Partnership Agreement.

1.4 In this Innovation and Partnership Agreement, references to the singular shall be construed so as to include the plural and vice versa.

2. INTERACTION BETWEEN PARTIES

2.1 The Parties agree that it is a principle of this Innovation and Partnership Agreement that if there is any ambiguity, inconsistency or uncertainty in respect of the rights and obligations contained in this Innovation and Partnership Agreement and those in the Contracts, the rights and obligations contained in this Innovation and Partnership Agreement shall be additional to and not in substitution for those contained in the Contracts.

2.2 Nothing in this Innovation and Partnership Agreement shall derogate from the obligations and liabilities of the Service Providers to the Authority or from the obligations and liabilities of Authority to the Service Providers under their respective Contracts.

3. MUTUAL ACKNOWLEDGEMENTS

3.1 Each Service Provider shall reasonably co-operate with the other Service Provider in order to facilitate the performance of their respective obligations under the Contracts PROVIDED ALWAYS that no Service Provider is required to extend such co-operation to the extent that it is performing obligations of the other Service Provider under the other Service Provider’s Contract. Each Service Provider shall bear its own costs of such co-operation.

4. CO-OPERATION

4.1 In addition and without prejudice to *Clause 3*, each Service Provider agrees, at its own expense, to co-operate with and render all reasonable assistance to the other Parties (having regard to their respective obligations under the Contracts) in the fulfilment of the purposes and intent of this Innovation and Partnership Agreement.

4.2 For the purposes set out in *Clause 1* above only, each Party shall promptly supply to the others upon written request such information as is not confidential, commercially sensitive (in the sense that its disclosure would damage a material interest of the relevant Party) or legally privileged (or otherwise subject to impediment of law), as may be reasonably required by any of the other Parties.

5. COLLABORATION

5.1 The Removals Process is large and complex, requiring multiple organisations to achieve successful outcomes. The Contracts provide a significant and often decisive input into the Removals Process and therefore the full collaboration of the Parties is required in order to achieve the improved outcomes required to deliver best value to the UK taxpayer, and achieve specific organisational targets.

5.2 The Parties agree that they shall participate in and contribute to a two tier Innovation and Partnership governance structure for the Removals Process on a regular basis for the duration of the Contracts. Figure H.1 below describes the two tier structure and how this relates to the individual contract governance arrangements.

5.3 The Innovation and Partnership Agreement is supported by the Contracts, and as such the Strategic Contract Management Groups, (the Strategic Review and Delivery Group – Travel Services, and the Strategic Contract Review and Delivery Group – Escort Services) as defined in Schedule S (Governance in the Escorting Services Contact and Contract Management in the Travel Services Contract) of each Contract are responsible for supporting the Innovation and Partnership boards and process, and ensuring that initiatives are implemented within the relevant contracts.

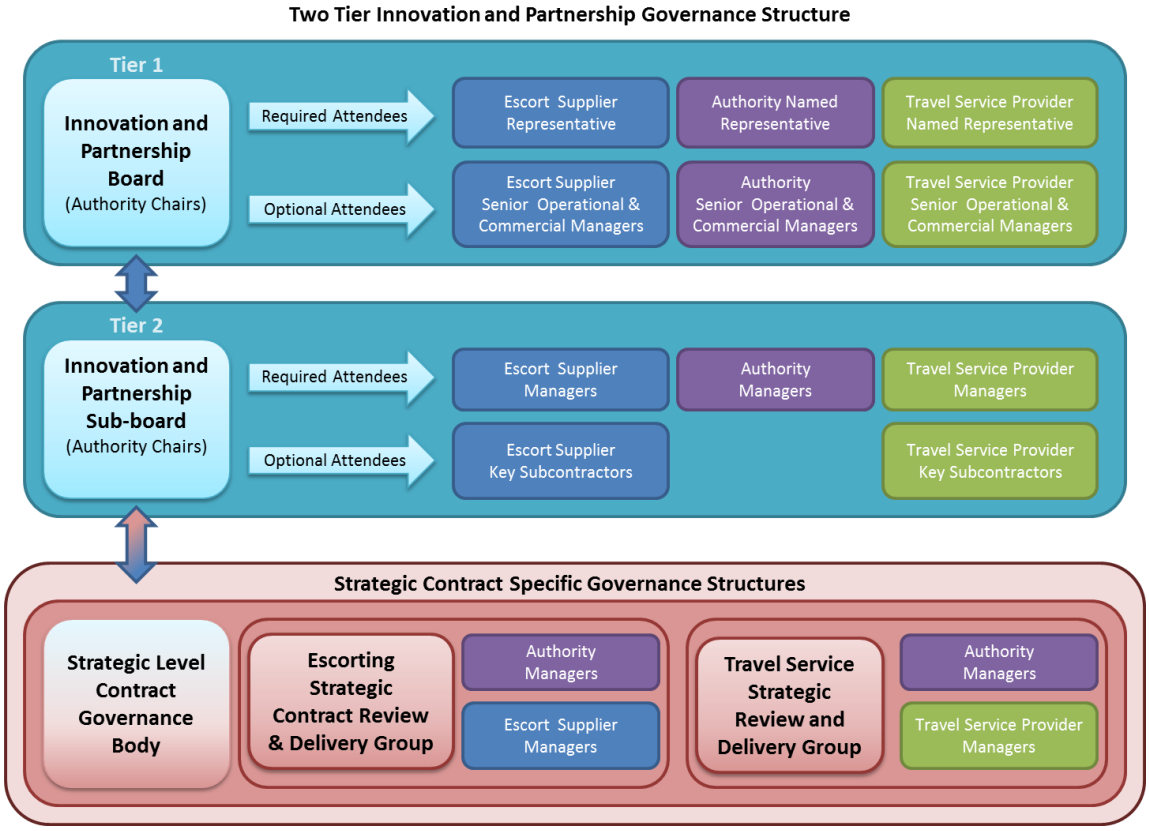

Figure H.1– The Two-Tier Innovation and Partnership Governance

6. WIDER COLLABORATION

6.1 Whilst the main interactions in the Removals Process will be between the Parties, the Removals Process involves a number of other organisations, and the Parties agree that they shall co-operate with these other organisations to the full extent necessary to deliver efficient and effective Removals Process. Figure H.2 shows some of the other organisations involved in the process, with which the Parties will co-operate during the performance of the Contracts. Figure H.2 list does not show all the organisations that may be involved in the Removal Process and all Parties agree that they will work collaboratively and effectively with any organisation required.

6.2 In addition to working collaboratively with any organisation involved in the Removals Process , where required to do so the Parties shall attend meetings with these organisations jointly, or separately to resolve any issues, and improve the service offered under the Contracts.

Figure H.2– Example organisations involved in the Removals Process

PART 2 – INNOVATION AND PARTNERSHIP

7. ROLE OF INNOVATION AND PARTNERSHIP BOARD (TIER ONE)

7.1 The Innovation and Partnership Board is the strategic level meeting under this Agreement, and shall meet every 4 months. The Authority reserves the right, at its absolute discretion to alter the frequency of these meetings during the duration of this Innovation and Partnership Agreement.

7.2 The Innovation and Partnership Board shall as minimum comprise a contract Named Representative (Travel Services) and a Representative (Escorting Services), as defined in each Contract, of each Party. Other representatives of the Parties may also attend, but these should be of senior level to reflect the strategic nature of the meeting.

7.3 The role of the Innovation and Partnership Board will be to develop innovation and partnership strategy and set the overall direction of interactions between the Parties to deliver the end to end Removals Process and in doing so:

7.3.1 assist in the delivery of the Authority's strategic aims;

7.3.2 support the Innovation and Partnership Sub-Board as necessary to enable it to discharge its responsibilities;

7.3.3 champion and take responsibility for the delivery of the Service Innovation Programme and provide support to the Innovation and Partnership Sub-Board as necessary to enable implementation of Service innovation proposals, under the programme;

7.3.4 identify, develop and approve the Service Innovation Programme as reviewed and agreed by the Parties on a quarterly basis, ensuring proposals are executed as required;

7.3.5 consider, assess and agree Removals Process-related business cases, pilots and initiatives which are proposed by one or more of the Parties for inclusion into the Service Innovation Programme;

7.3.6 disseminate and communicate Removals Process-related information relevant to the delivery of the Services;

7.3.7 manage and resolve performance or disputes referred to it by the Innovation and Partnership Sub-Board that require tripartite resolution; and

7.3.8 collate and report information and suggestions on behalf of the Parties' organisations in relation to potential innovation opportunities.

7.4 The Innovation and Partnership Board shall convene every 4 months at a location and time to be determined in advance by the Authority. All Parties shall provide suitably authorised representatives with the appropriate level of delegated authority to enable them to make decisions at each meeting.

7.5 The responsibility for chairing the Innovation and Partnership Board shall reside with the Authority, unless another Party requests to undertake the role of chair for a particular meeting. The chairing Party shall be responsible for capturing minutes and actions arising and shall issue completed minutes no later than 5 Working Days after the Innovation and Partnership Board has sat.

7.6 For the avoidance of doubt, the meetings of the Innovation and Partnership Board shall be in addition to any Contract-specific performance related meetings which are required under the Contracts.

8. ROLE OF THE INNOVATION AND PARTNERSHIP SUB-BOARD (TIER TWO)

8.1 The Innovation and Partnership Sub-Board is the operational level meeting under this Innovation and Partnering Agreement, and shall meet Bi-monthly. The Authority reserves the right, at its absolute discretion, to alter the frequency of these meetings during the duration of this Innovation and Partnership Agreement.

8.2 The Innovation and Partnership Sub-Board shall as minimum comprise representatives of each Party. Other representatives of the Parties may also attend, as may representatives of Key Sub-contractors.

8.3 The role of the Innovation and Partnership Sub-Board will be to provide and deliver operational improvements to the Removals Process, and resolve any issues resulting form the interactions of the Parties and in doing so:

8.3.1 manage the successful delivery of the Authority Requirements;

8.3.2 act collaboratively to resolve issues encountered with Service delivery, and consider operational improvements to the Removals Process that can be taken forward at an operational level within the Contracts;

8.3.3 represent their respective Parties in respect of issues or disputes which may arise out of the Services at an operational level;

8.3.4 manage and resolve performance or disputes that require tripartite resolution, escalating these to the Innovation and Partnership Board where required;

8.3.5 champion and take responsibility for the delivery of actions arising out of the Service Innovation Programme;

8.3.6 initiate, develop, and review proposals for inclusion in the Service Innovation Programme for referral to the Innovation and Partnership Board for approval;

8.3.7 disseminate and communicate Removals Process-related information relevant to the delivery of the services under the Contracts; and

8.3.8 provide briefings and other information as necessary to the Parties' respective representatives within the Innovation and Partnership Board.

8.4 The Innovation and Partnership Sub-Board shall convene on a bi-monthly basis at a location and time to be determined in advance by the Authority. All Parties shall agree to provide suitably authorised representatives with the appropriate level of delegated authority to enable them to make decisions, for each meeting.

8.5 The responsibility for chairing the Innovation and Partnership Sub-Board shall reside with the Authority, unless another Party requests to undertake the role of chair for a particular meeting. The chairing Party shall be responsible for capturing minutes and actions arising and shall issue completed minutes no later than 5 Working Days after the Innovation and Partnership Sub-Board has sat.

8.6 For the avoidance of doubt, meetings of the Innovation and Partnership Sub-Board shall be in addition to any Contract-specific performance related meetings which are required under the Contracts.

9. SERVICE INNOVATION

9.1 The Service Innovation Programme represents those Service Innovations which have been submitted to and approved by the Innovation and Partnership Board and which are currently being implemented.

9.2 The Parties agree to contribute to and comply with the process set out in Figure H.3: Service Innovation Programme Process, which sets out the methodology by which Service Innovations are developed and implemented.

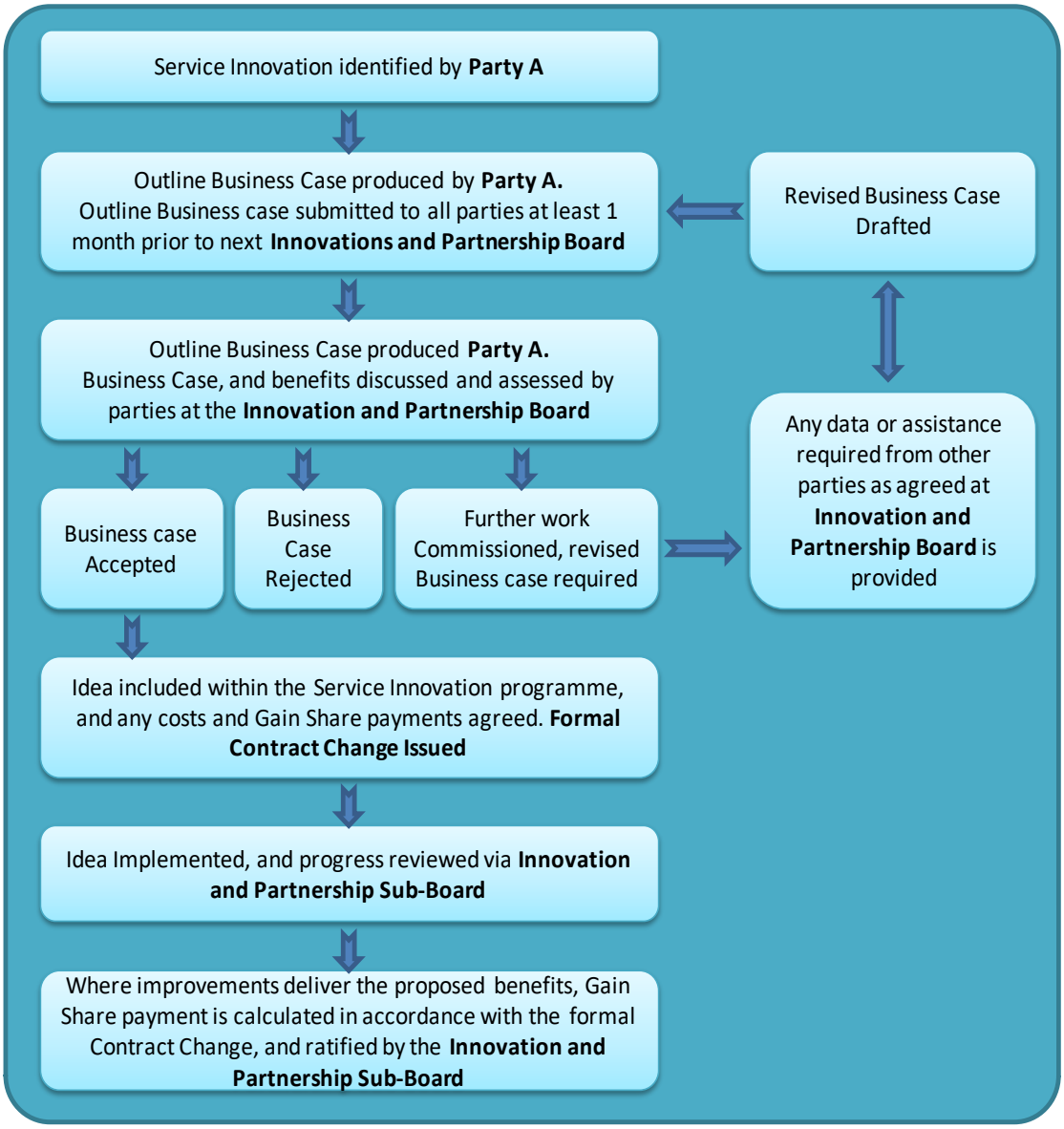

Figure H.3 - Service Innovation Programme Process

9.3 The Authority agrees to provide a copy of the Service Innovation Programme to the Service Providers one month prior to each and every meeting of the Innovation and Partnership Board. The Authority shall also provide a copy of any business cases for proposed Service Innovations put forward by any Party which have been provided to the Authority in advance of this date for consideration at the Innovation and Partnership Board.

9.4 If a Service Provider reasonably believes that changes to the scope and content of a Service Innovation Programme subsequently agreed in principle by the Innovation and Partnership Board will increase the costs of or cause material disruption or adverse effect to that Service Provider, then:

9.4.1 the Service Provider which believes it is likely to be affected by the proposed Service Innovation Programme shall give an estimate to the Authority of the costs which will be incurred by it as a direct result of the implementation of

the relevant Service Innovation. The relevant Service Innovation will only be permitted to proceed if a suitable change to the relevant Contract can be agreed with the Authority in accordance with the applicable change control process. For the avoidance of doubt, the relevant Service Provider shall be left in a no better and no worse position as a result of such change and the implementation of the Service Innovation Programme.

9.4.2 If the Parties cannot agree on a Service Innovation, then the provisions of *Clause 10* below shall apply.

9.5 Prior to the agreement of each and every proposed Service Innovation, the Parties shall agree a mechanism by which benefits arising from the successful implementation of the Service Innovation shall be identified and allocated between each of the Parties. Service Innovation Gain Share Payments shall be payable to the respective Service Provider(s) in accordance with this Innovation and Partnership Agreement and only in instances where the benefits have been delivered to the satisfaction of the Authority. Gain Share Payments payable shall be invoiced and paid in accordance with the payment provisions of the relevant Contract(s).

9.6 The Authority shall have the final decision on the proportions of the benefits realised payable to each Service Provider. When assessing the allocation the Authority shall take account of the identity of the Party responsible for proposing the relevant Service Innovation to the Innovation and Partnership Board.

9.7 The allocated Service Innovation Gain Share Payments will be forfeited by a Service Provider where at any time:

9.7.1 overall performance of the Services provided by that Service Provider is deemed to be poor by the Authority;

9.7.2 benefits are not delivered or demonstrated to the Authority's reasonable satisfaction;

9.7.3 monies payable to the Authority by a Service Provider are outstanding; or

9.7.4 where the Service Provider has been given notice of termination or is in Default under the relevant Contract.

9.8 All Gain Share Payments relating to the Removals Process shall cease on the sooner of the termination of the relevant Contract or where the aggregate of Service Innovation Gain Share Payments for a specific Service Innovation exceeds any limit for that specific Service Innovation set by the Authority.

9.9 Responsibility for updating the Service Innovation Programme will reside with the Authority at all times.

10. DISPUTES

10.1 Any dispute arising out of this Innovation and Partnership Agreement shall be resolved in accordance with the dispute resolution procedure set out in this paragraph 10 ("**Dispute Resolution Procedure**").

10.2 Reference of a dispute to the Dispute Resolution Procedure will not however, relieve the Parties from their obligations under this Innovation and Partnership Agreement or their respective Contracts.

10.3 A Dispute shall first be referred by notice in writing to appropriately empowered representatives of the Parties who shall meet and endeavour to resolve the Dispute by negotiation. If these representatives fail to reach agreement, then the Dispute shall be escalated to persons of the appropriate level of seniority within each Party's organisation.

10.4 If the Dispute is not so resolved within 7 days of the notice referred to in paragraph 10.3 above, or at any other time, the Parties may seek to resolve the Dispute amicably by using the following procedure:

10.4.1 Any Party may submit the Dispute to a neutral adviser appointed by agreement between the Parties to assist them in resolving the Dispute (the "**Neutral Adviser**"). Any Party may give written notice to the other proposing the name of a suitable person to be appointed. If no such person is appointed within 14 days after such notice is given either Party may request the Centre for Effective Dispute Resolution of Princes House, 95 Gresham Street, London EC2V 7NA to appoint a Neutral Adviser acceptable to both Parties.

10.4.2 Following such appointment, the Parties shall, with the assistance of the Neutral Adviser, seek to resolve the Dispute by using an alternative dispute resolution procedure (the "**ADR Procedure**") agreed between the Parties or, in default of such agreement, established by the Neutral Adviser.

10.4.3 If the Parties accept any recommendations made by the Neutral Adviser or otherwise reach agreement as to the resolution of the Dispute, such agreement shall be recorded in writing and signed by the Parties (and, if applicable, the Neutral Adviser), whereupon it shall become binding upon the Parties.

10.4.4 The costs and fees associated with the ADR Procedure shall be borne equally by the Parties.

10.5 In relation to disputes between the Service Providers, (without any liability attaching to the Authority), the Authority shall, on a non-binding basis, express an initial opinion as to the merits of any given claim, which opinion shall not fetter the claimants' rights under this *Clause 10*.

11. TERMINATION

11.1 This Innovation and Partnership Agreement may be terminated by the mutual written agreement of authorised representatives of all the Parties.

11.2 Subject to the provisions of the Contracts and in the event of any Contract being terminated, or expiring in accordance with its terms, this Innovation and Partnership Agreement shall also terminate insofar as the relevant Service Provider(s) is concerned, (without prejudice to the accrued rights and liabilities of the other Parties under this Innovation and Partnership Agreement up to the date of termination and without prejudice to the final determination of any dispute arising under this Innovation and Partnership Agreement which has not been finally determined at the date of termination).

11.3 This termination of this Innovation and Partnership Agreement shall be without prejudice to the accrued rights and liabilities of the Parties arising under this Innovation and Partnership Agreement up to the date of termination and without prejudice to the final determination of any dispute arising under this Innovation and Partnership Agreement which has not been finally determined at the date of termination.

11.4 Where, following termination of any Service Provider prior to expiry or termination of the other Contract, the Authority engages a replacement for the terminated Service Provider, the Authority will require such replacement to enter into an agreement in similar terms to this Innovation and Partnership Agreement with itself and the remaining Service Provider.

PART 3 - MISCELLANEOUS

12. SEVERABILITY

12.1 If any provision of this Innovation and Partnership Agreement is held to be illegal or unenforceable, the validity or enforceability of the remaining provisions shall not be affected.

13. AMENDMENTS, ASSIGNMENT AND NOVATION

13.1 This Innovation and Partnership Agreement may not be varied, amended, assigned, novated or otherwise transferred except in writing signed by duly authorised representatives of all the Parties.

14. ENTIRE AGREEMENT

14.1 Subject to paragraph 13.1 and the Contracts, this Innovation and Partnership Agreement supersedes any prior agreement or understandings among the Parties concerning its subject matter.

14.2 This Innovation and Partnership Agreement, together with (as between, the Authority and each Service Provider) the relevant Contract and any agreement referred to in such Contract or in this Innovation and Partnership Agreement, constitutes the entire agreement between the Parties.

15. NO AGENCY OR OTHER STATUS

15.1 Save as otherwise provided in this Innovation and Partnership Agreement neither of the Service Providers shall be, nor shall they be deemed to be or have created a contract of employment, or joint venture, not they be or shall they deemed to be an agency, of the Authority or the other Service Provider and neither of the Service Providers shall hold themselves out as having authority or power to bind the Authority or the other Service Provider in any way.

16. COUNTERPARTS

16.1 This Innovation and Partnership Agreement may be executed in any number of counterparts, all of which, when executed and delivered, shall constitute one and the same instrument. Any Party may enter into this Innovation and Partnership Agreement by executing any such counterpart.

17. GOVERNING LAW AND JURISDICTION

17.1 This Innovation and Partnership Agreement is governed by English law. Subject to Clause 10, the Parties agree that the English courts shall have exclusive jurisdiction to hear and settle any action, suit, proceeding or dispute in connection with this Innovation and Partnership Agreement and that they shall irrevocably submit to the jurisdiction of the English courts.

IN WITNESS whereof the Parties have executed and delivered this Innovation and Partnership Agreement as a Deed on the date first before written.

Executed by **the Authority**)
)
acting by:)
)
)

……

Authorised Signatory

Executed by the **Travel Service Provider**
acting by:

……)
)
Director

……
Director/Secretary

Executed by **the Escorting Supplier**
acting by:

……)
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Director

……
Director/Secretary