

ANNEX 1 –SECURITY POLICIES

The Security Policies are published on:

<https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards> unless specified otherwise:

- a) Acceptable Use Policy;
- b) Information Security Policy;
- c) Physical Security Policy;
- d) Information Management Policy;
- e) Email Policy;
- f) Technical Vulnerability Management Policy;
- g) Remote Working Policy;
- h) Social Media Policy;
- i) Forensic Readiness Policy;
- j) SMS Text Policy;
- k) Privileged Users Security Policy;
- l) User Access Control Policy;
- m) Security Classification Policy;
- n) Cryptographic Key Management Policy;
- o) HMG Personnel Security Controls – May 2018
(published on <https://www.gov.uk/government/publications/hmg-personnel-security-controls>); and
- p) NCSC Secure Sanitisation of Storage Media
(published on <https://www.ncsc.gov.uk/guidance/secure-sanitisation-storage-media>).

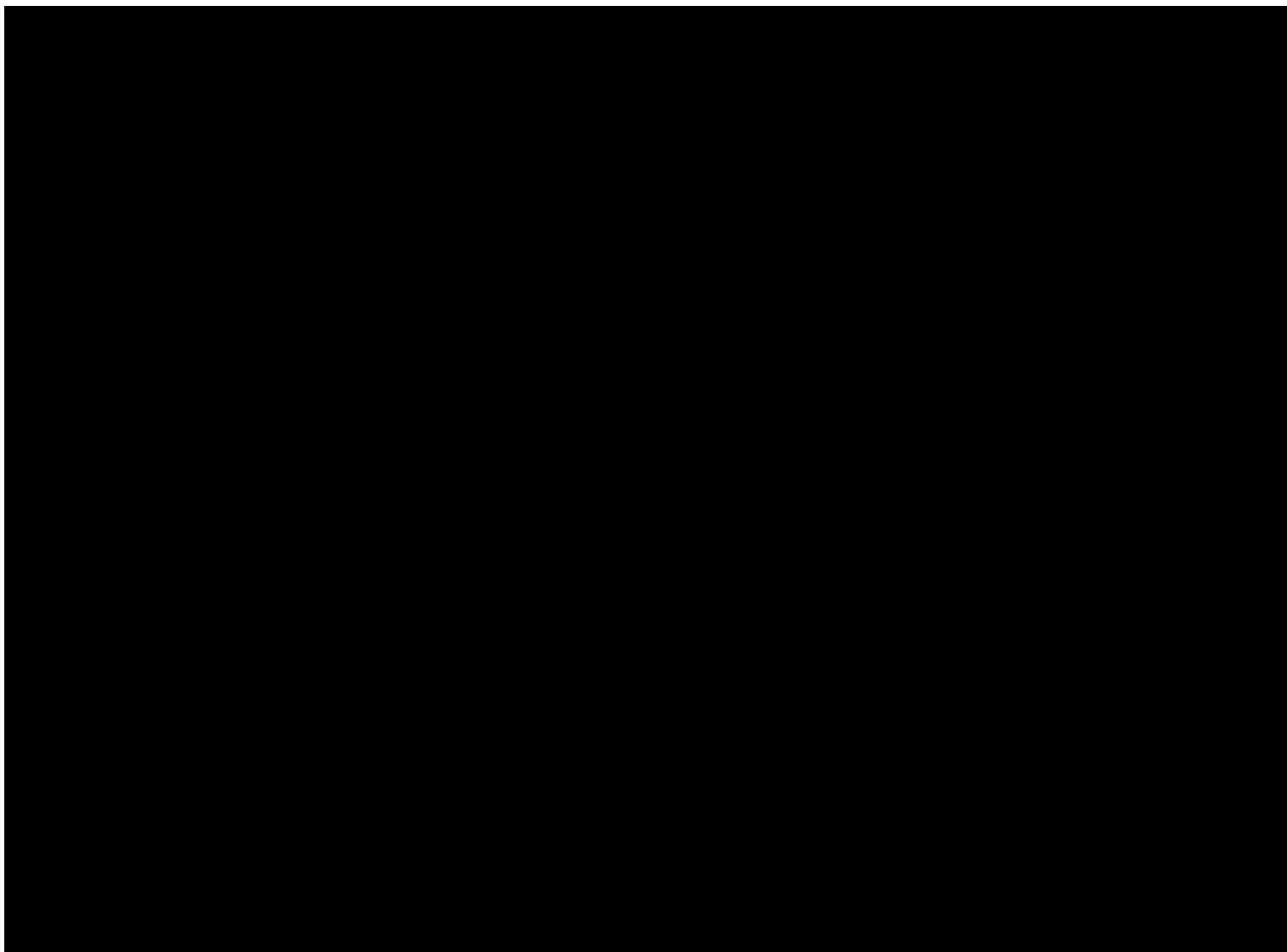
ANNEX 2 –SECURITY STANDARDS

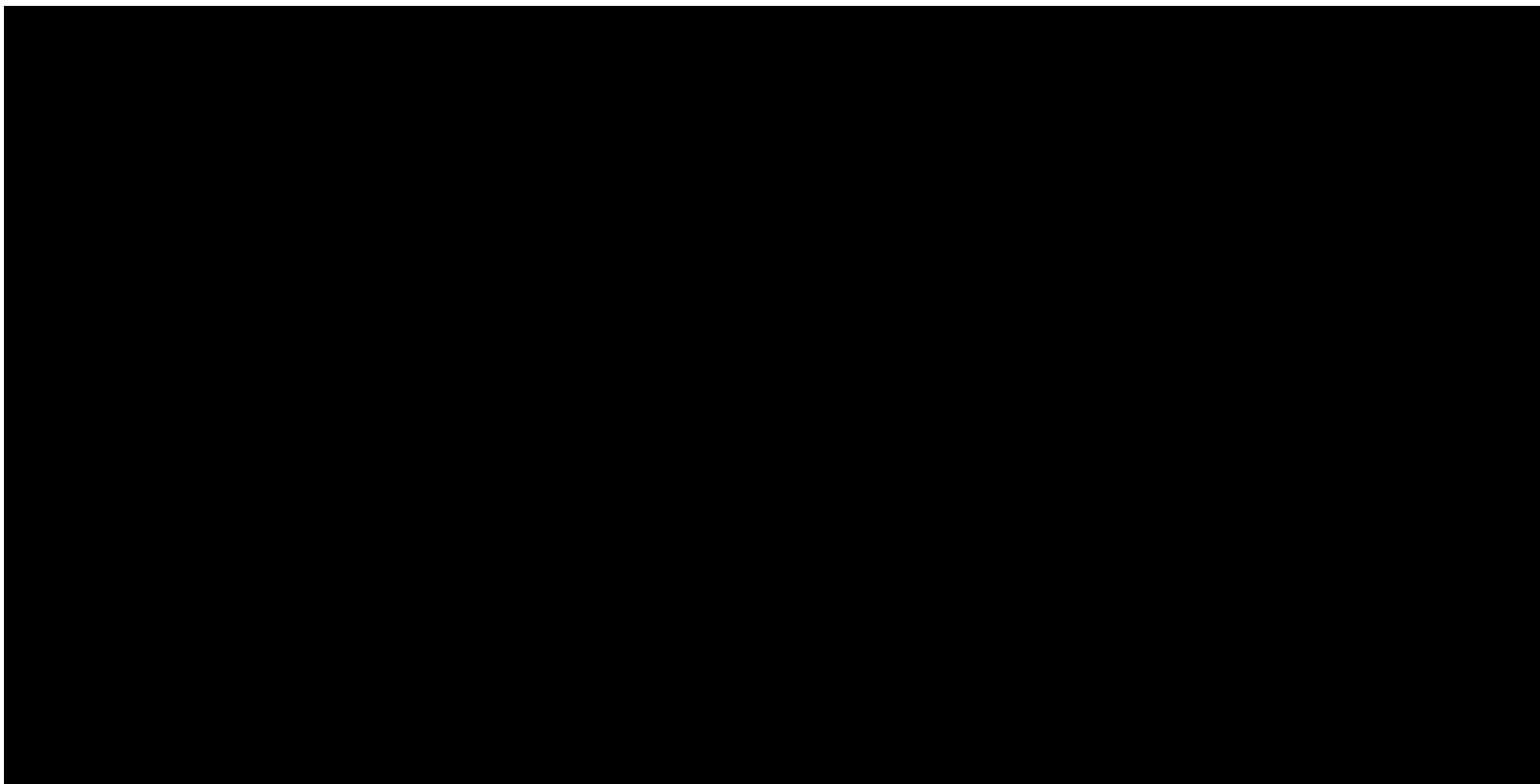
The Security Standards are published on:

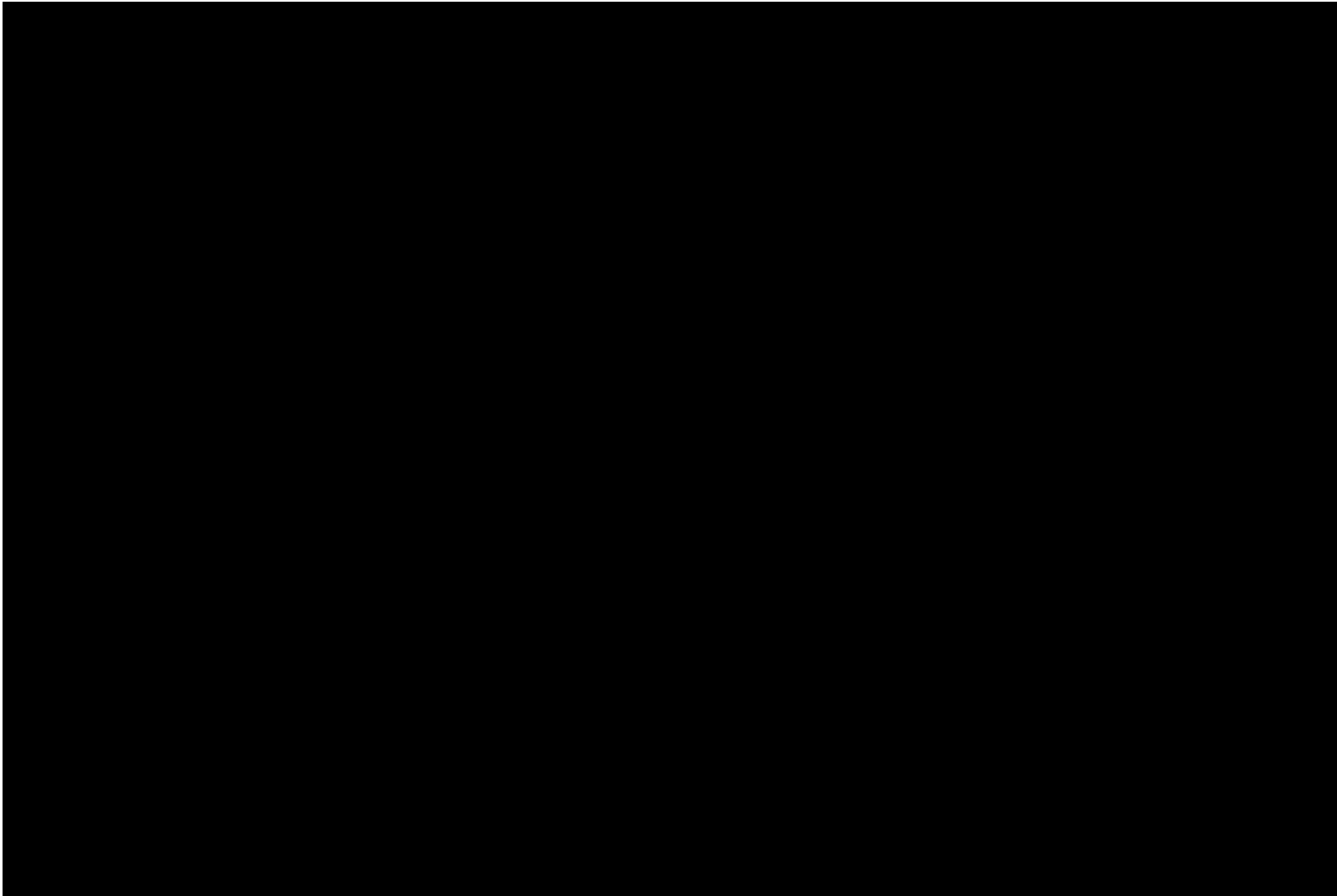
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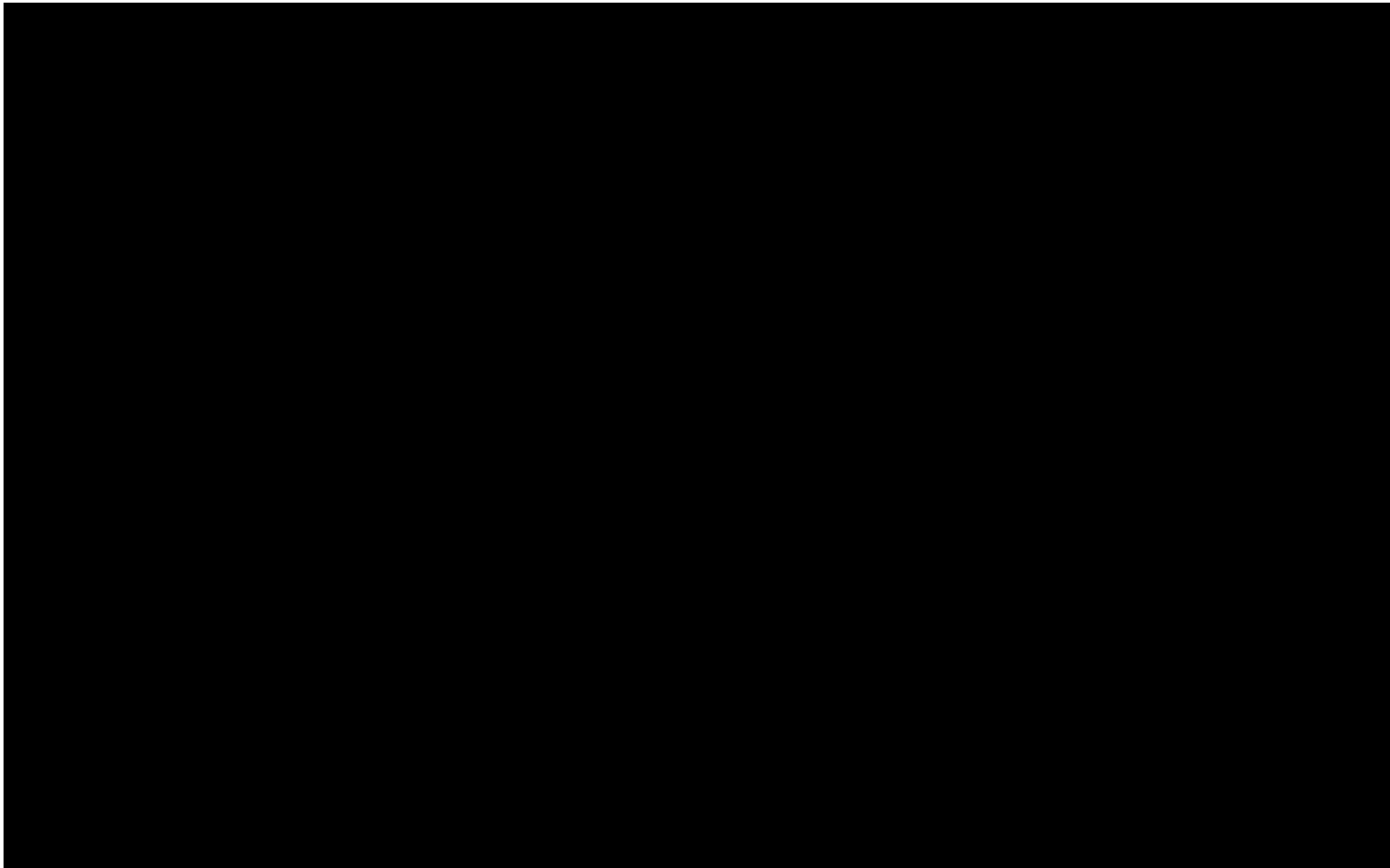
- a) SS-001 - Part 1 - Access & Authentication Controls;
- b) SS-001 - Part 2 - Privileged User Access Controls;
- c) SS-002 - PKI & Key Management;
- d) SS-003 - Software Development;
- e) SS-005 - Database Management System Security Standard;
- f) SS-006 - Security Boundaries;
- g) SS-007 - Use of Cryptography;
- h) SS-008 - Server Operating System;
- i) SS-009 – Hypervisor;
- j) SS-010 - Desktop Operating System;
- k) SS-011 – Containerisation;
- l) SS-012 - Protective Monitoring Standard for External Use;
- m) SS-013 - Firewall Security;
- n) SS-014 - Security Incident Management;
- o) SS-015 - Malware Protection;
- p) SS-016 - Remote Access;
- q) SS-017 - Mobile Devices;
- r) SS-018 - Network Security Design;
- s) SS-019 - Wireless Network;
- t) SS-022 - Voice & Video Communications;
- u) SS-023 - Cloud Computing;
- v) SS-025 – Virtualisation;
- w) SS-027 - Application Security Testing;
- x) SS-028 - Microservices Architecture;
- y) SS-029 - Securely Serving Web Content;
- z) SS-030 - Oracle Database;
- aa) SS-031 - Domain Management; and
- bb) SS-033 – Patching.

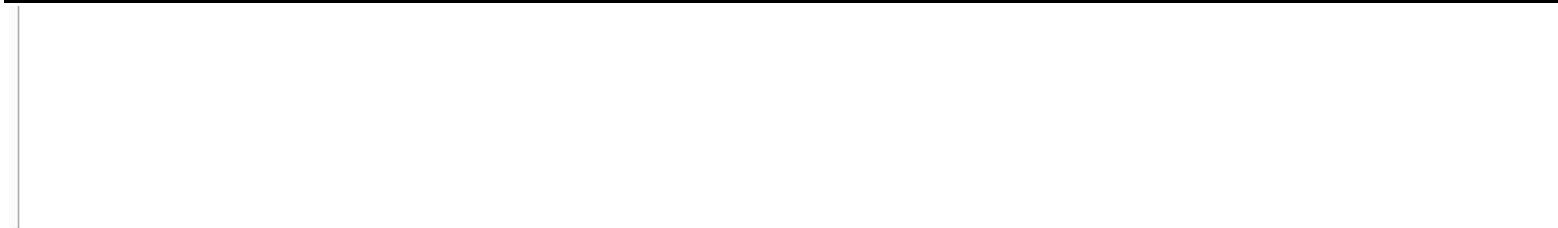
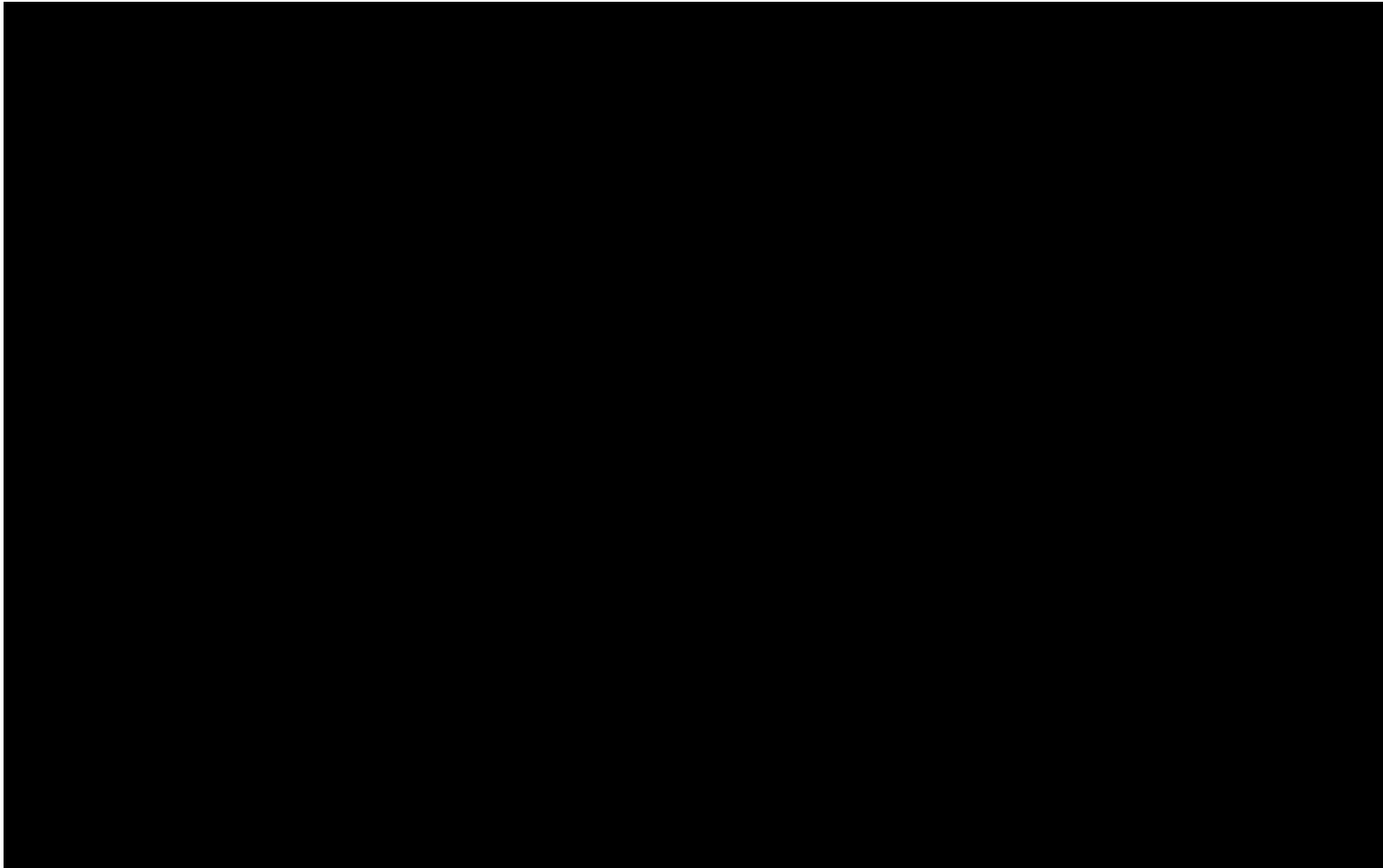
ANNEX 3 –CONSULTANT’S TENDER ISQ RESPONSE

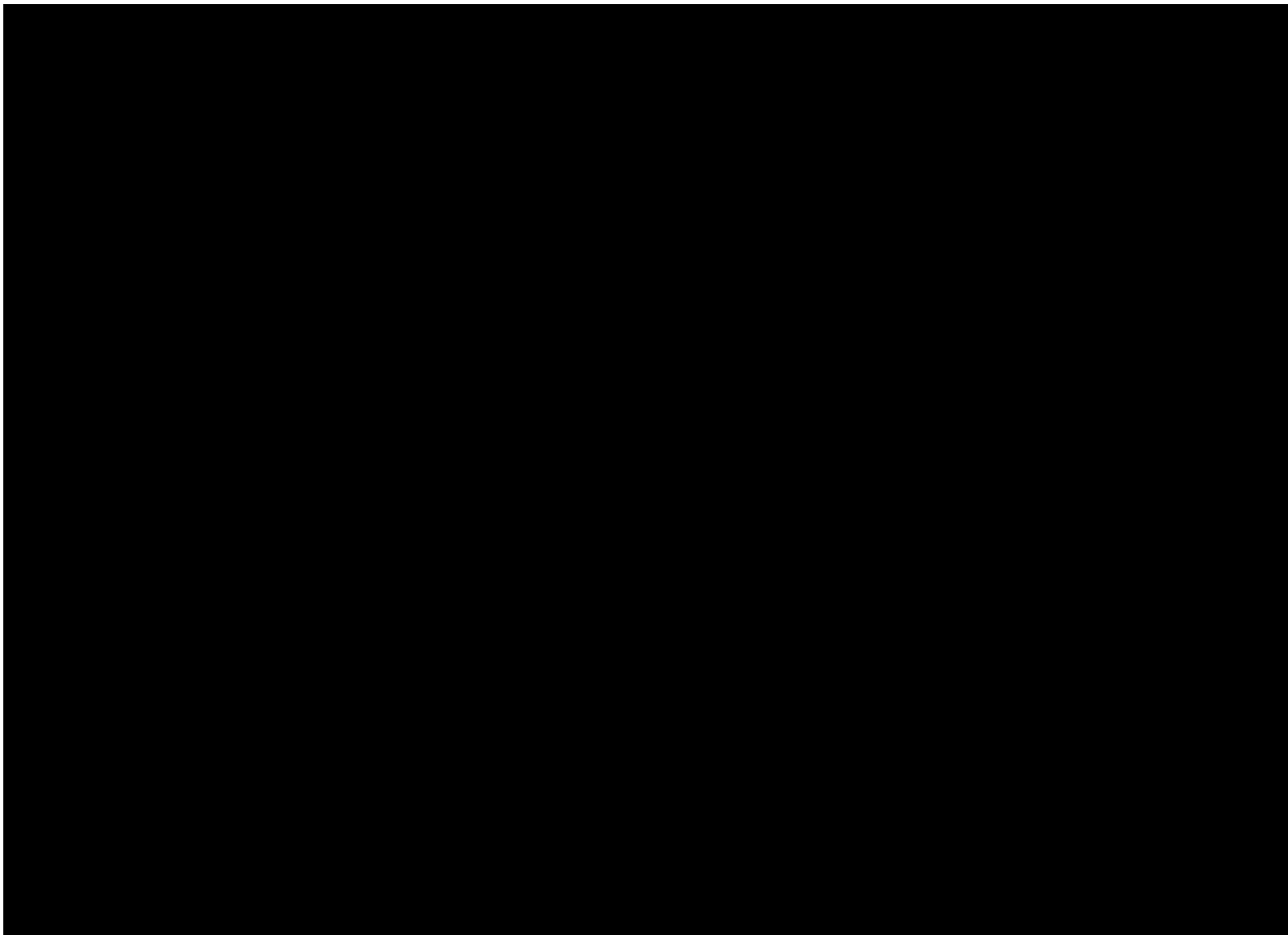


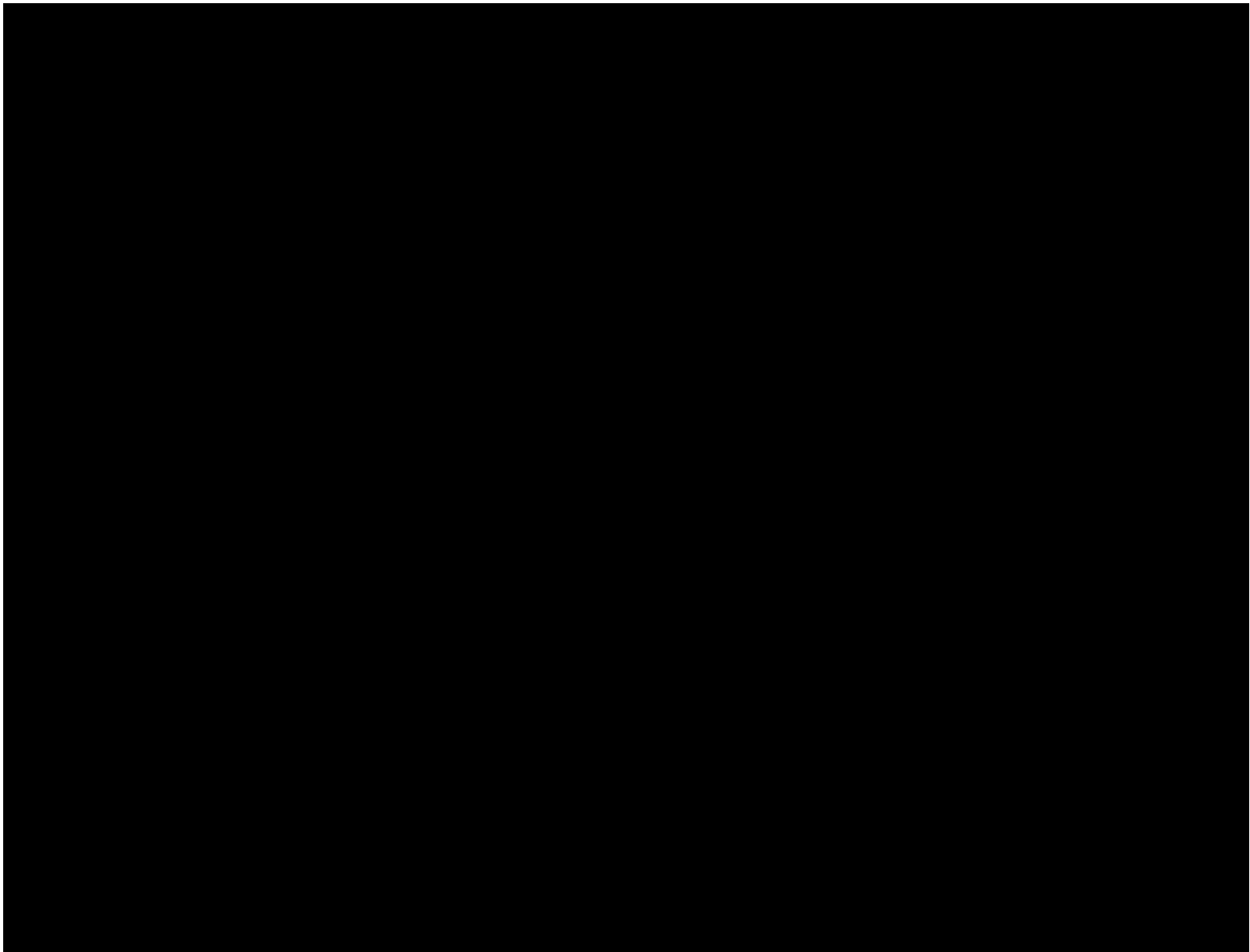


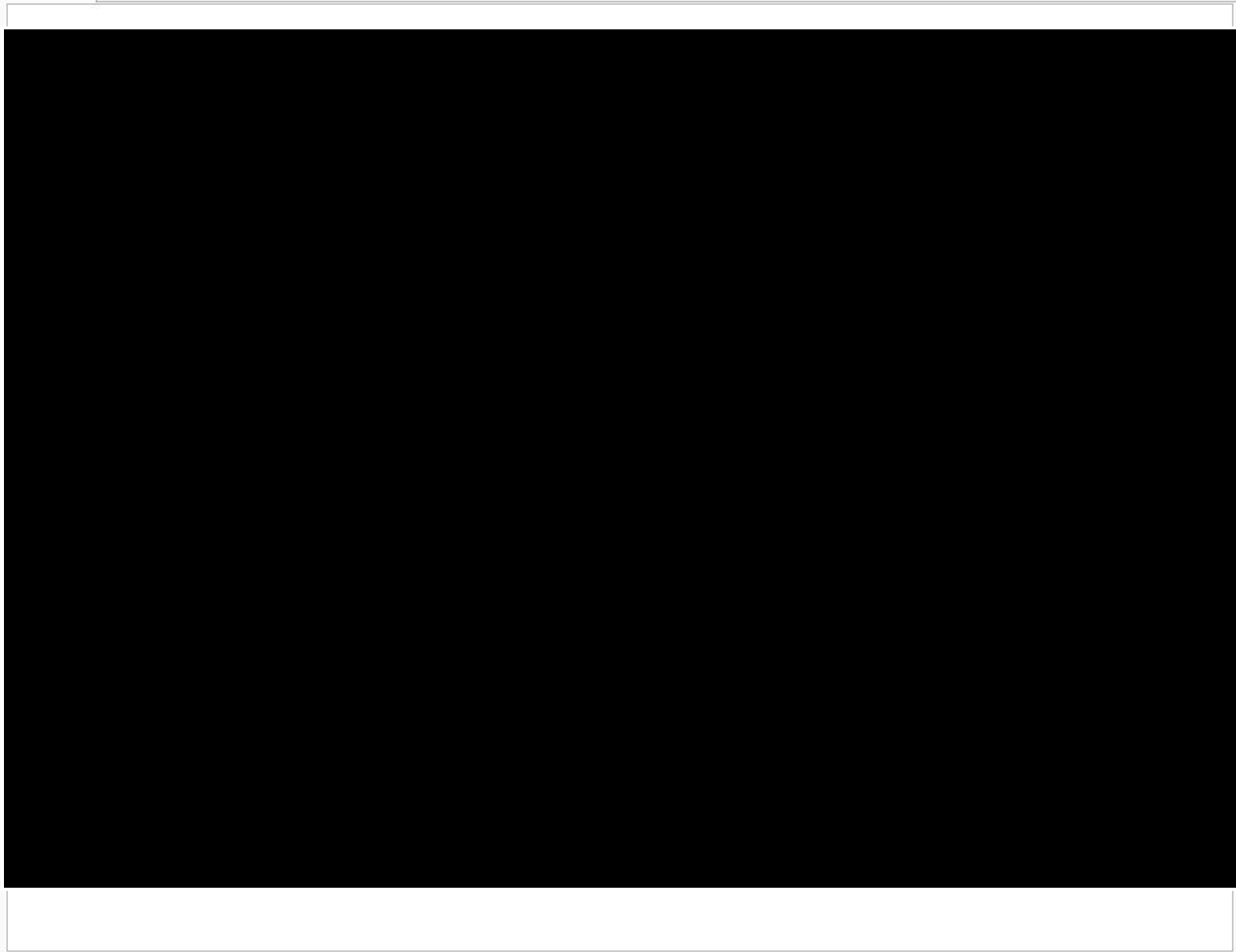


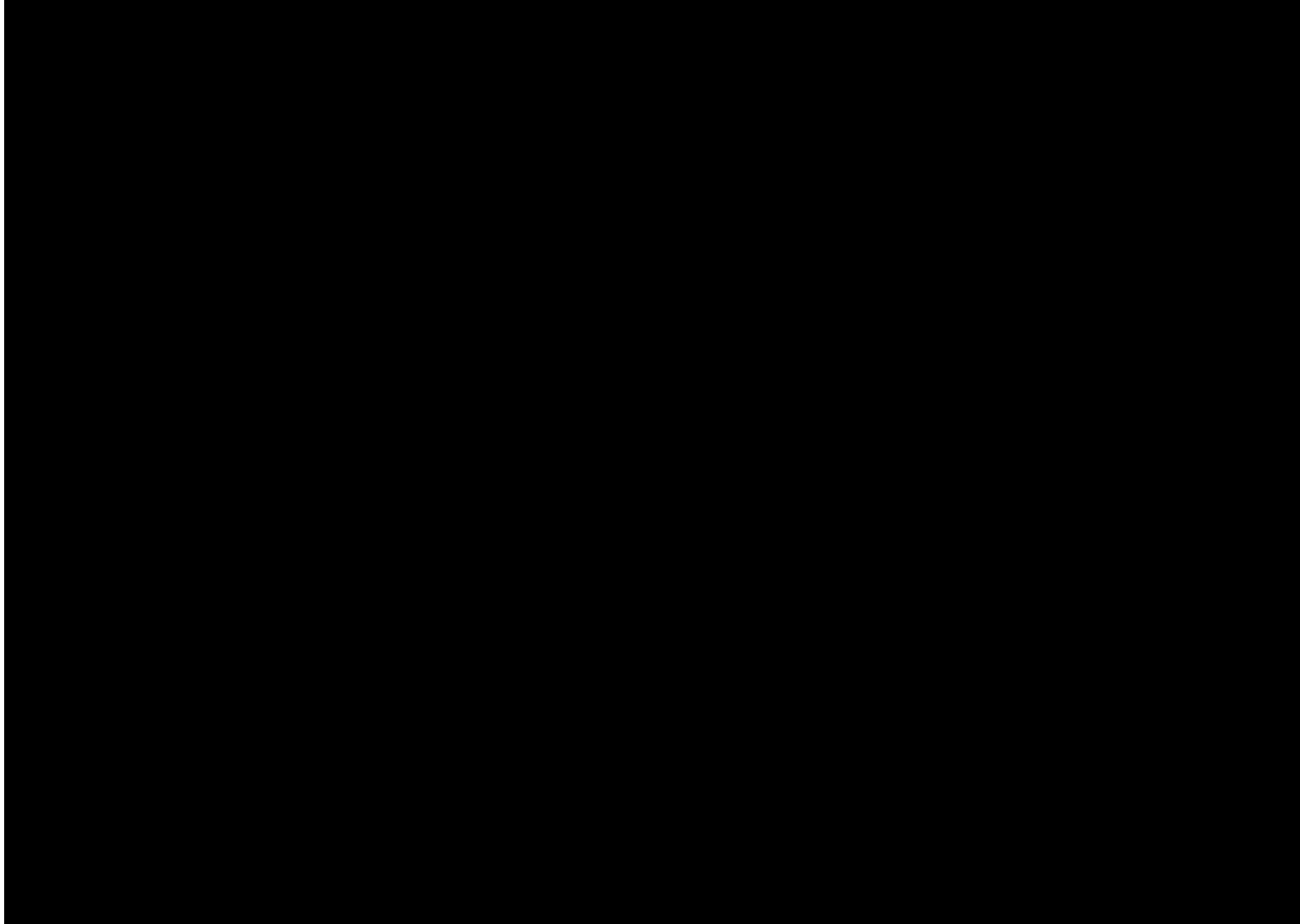


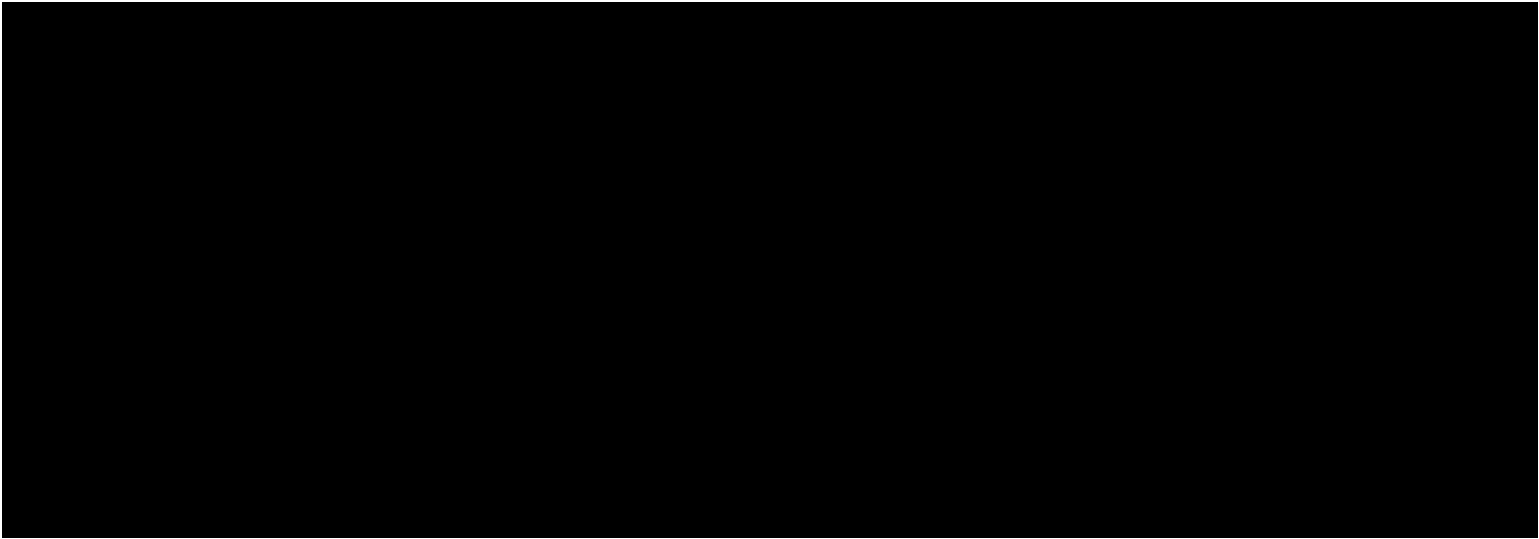












Declaration	
I confirm that the responses provided within this document is a true and accurate representation to our company. I understand and agree to work in compliance with the requirements detailed in the Authority Security Schedule, Policy & Standards: <i>(Exceptions must be detailed within corresponding areas throughout the questionnaire)</i>	
Questionnaire Completed By:	
Authority Procurement Reference Number	
Organisation Name	
ICO Registration Number	
Organisation Address	
Name	
Position	
Department	
Email Contact	
Telephone Contact	
Date Completed	
If different from above; who is your nominated Security Point of Contact	
Name	
Position Held	
Email Address	
Telephone Number	

Schedule 9 - Performance Indicators

1 Defined Terms

1.1 In this Schedule 9 (*Performance Indicators*) and where used elsewhere in this Contract, the following terms shall have the following meanings:

“Amount At Risk Per Annum” as defined in Part 2 (*Data provided by the Consultant*) of the Contract Data;

“Contract Month” a calendar month during the *service period*;

“Critical Performance Failure” as defined in paragraph 4.6 (*Performance Monitoring*) of this Schedule 9;

“Key Performance Indicator” or **“KPI”** a performance indicator described as such in the PI Table;

“KPI Failure” a PI Failure in relation to a Key Performance Indicator;

“Monthly Performance Failure Threshold” the Amount at Risk Per Annum divided by twelve (12);

“Performance Failure Level” a level of performance failure specified as minor, serious or severe as set out in the PI Table for each Performance Indicator for the purpose of calculating Service Failure Points and Service Credits;

“Performance Indicator” each Key Performance Indicator and each Subsidiary Performance Indicator;

“Performance Report” as defined in paragraph 4.1 (*Performance Monitoring*) of this Schedule 9;

“Performance Review Meeting” as defined in paragraph 4.2 (*Performance Monitoring*) of this Schedule 9;

“PI Failure” a failure to meet the Target Performance Level stated in the PI Table in respect of a Performance Indicator;

“PI Table” the table set out in Annex 1(*PI Table*) to this Schedule 9;

“Ratchet” as defined in paragraph 5.2 (*Service Credits*) of this Schedule 9;

“Service Credit” the amounts that may be payable by the *Consultant* as a consequence of the occurrence of one or more KPI Failures, and calculated in accordance with paragraph 5 (*Service Credits*) of this Schedule 9;

“Service Failure Points” in relation to a PI Failure, the number of points that are set out against the relevant Performance Indicator in the relevant Service Failure Points column the PI Table;

“Subsidiary Performance Indicator” or **“SPI”** a performance indicator described as such in the PI Table;

“Target Performance Level” the minimum level of performance for a Performance Indicator which is required as set out against the relevant Performance Indicator in the column headed “Target Performance” in the PI Table; and

“Weighting” in respect of a KPI, the percentage set out in the PI Table in the column entitled “weighting of KPIs”.

2 Performance Indicator Agreement

- 2.1 The *Consultant* at all times performs the *service* to meet or exceed the Target Performance Level for each Performance Indicator.
- 2.2 The *Consultant* acknowledges that any PI Failure entitles the *Client* to the rights set out in this Schedule 9 including the right to any Service Failure Points and Service Credits and that any Service Credit is a price adjustment and not an estimate of the loss that may be suffered by the *Client* as a result of the *Consultant’s* failure to meet any Target Performance Level. The Parties agree that the Service Failure Points and Service Credits are reasonable and proportionate.

3 Implementation of Performance Indictors

- 3.1 During the Implementation Phase, the Performance Indicators will be monitored and measured, but no Service Failure Points will accrue and no Service Credits will be applied in respect of the *Consultant’s* performance during the Implementation Phase.
- 3.2 Within ten (10) Working Days following the end of the Implementation Phase, the *Consultant* shall propose any amendments to the Performance Indicators that it reasonably considers would incentivise good and effective performance of this Contract by the *Consultant* (the **“PI Proposal”**).
- 3.3 Following receipt of the PI Proposal (or at any time if the PI Proposal is not provided within the applicable period), the *Client* may by written notice amend any of the Performance Indicators, including the Service Failure Points and/or, in the case of KPIs, the Service Credits, attributable to each Performance Indicator, based on the reported performance of the *Consultant* in the Implementation Phase. The *Client* shall have regard to the PI Proposal and shall consult with the *Consultant* when determining such amendments. The *Consultant* shall co-operate with and provide reasonable assistance to the *Client* and the *Service Manager* to identify such amendments as are required to effect effective Performance Indicators.

4 Performance Monitoring

- 4.1 The *Consultant* delivers to the *Client* a report detailing the *Consultant’s* performance against each Performance Indicator during a Contract Month by no later than the last Working Day of the month immediately following the Contract Month to which the report relates (each such report being a **“Performance Report”**). Each Performance Report includes:
 - 4.1.1 for each Performance Indicator, the actual performance achieved in respect of that Performance Indicator over the relevant Contract Month;
 - 4.1.2 a summary of all PI Failures that occurred during that relevant Contract Month;

- 4.1.3 without prejudice to the *Client's* other rights and/or the *Consultant's* other obligations under this Contract, for any repeat PI Failures the actions taken to resolve the underlying cause and prevent recurrence;
 - 4.1.4 the Service Failure Points attributable to each PI Failure in the Relevant Period;
 - 4.1.5 in relation to KPI Failures, the *Consultant's* calculation of the Service Credits (including details of any Ratchet) to be applied in respect of the relevant Contract Month, indicating the KPI Failures to which the Service Credits and any Ratchet relate; and
 - 4.1.6 such other details as the *Client* may reasonably require from time to time.
- 4.2 The Parties meet within five (5) Working Days following the end of each Contract Month at a performance meeting (a "**Performance Review Meeting**"). Without prejudice to Clause Z24 (*Improvement Plan*), actions and associated timescales will be agreed to share best practice and/or agree how improvements to performance will be implemented.
- 4.3 At each Performance Review Meeting, the performance of the *Consultant* against the Performance Indicators in the relevant Contract Month and the calculation of Service Failure Points and Service Credits are assessed by reference to the Performance Reports.
- 4.4 The *Consultant* provides to the *Client* such documentation and information as the *Client* may reasonably require in order to verify the level of the performance by the *Consultant* and the calculation of the amount of Service Failure Points and Service Credit to be applied for any relevant Contract Month.
- 4.5 At each Performance Review Meeting the Parties shall attempt in good faith to resolve any disputes relating to the applicable Performance Reports and if such disputes are not resolved, the dispute resolution procedure in Option W1.1 and Option 2 shall apply.
- 4.6 Without prejudice to any other right or remedy of the *Client*, where the performance of the *Consultant* in:
- 4.6.1 any Contract Month results in the accrual of sixty (60) or more Service Failure Points in KPI 1; and/or
 - 4.6.2 three (3) or more consecutive Contract Months (on a rolling monthly basis) results in the accrual of one hundred (100) or more Service Failure Points across all of KPI 2, 3 and 4 and SPI 5 and 6,
- (each a "**Critical Performance Failure**") the *Consultant* shall be deemed to have substantially failed to comply with its obligations and such default shall be deemed not to be capable of being put right. Without prejudice to any other right or remedy, if a Critical Performance Failure occurs the *Client* may, at its discretion, terminate the *Consultant's* obligation to Provide the Service.
- 4.7 The *Client* reserves the right to disapply the Performance Indicators where the *Client* considers that mitigating circumstances apply.

5 Service Credits

- 5.1 If it is agreed or determined that a KPI Failure has occurred, Service Credits accrue in respect of such KPI Failure and may be deducted from an amount due to the *Consultant* or are paid by the *Consultant* in accordance with paragraph 5.3.
- 5.2 The amount of any Service Credit to be applied in respect of a KPI Failure is calculated according to the following equation:

$$\left(\left(\frac{A}{12} \times W \right) P \right) R$$

where:

A = the Amount At Risk Per Annum

P = the percentage set out in the PI Table in relation to the KPI and Performance Failure Level relevant to the KPI Failure that is the subject of the calculation;

R = the higher of one (1) and number of consecutive Contract Months over which the KPI Failure has occurred (the “**Ratchet**”); and

W = the Weighting of the relevant KPI.

- 5.3 Subject to Clause X18 (*Limitation of Liability*), the *Service Manager* sets off and/or withholds the value of Service Credits calculated under paragraph 5.2 as a proportionate sum from the amount due under Clause 51 (*Payment*) or a sum equal to the value of the Service Credits may be recovered by the *Client* as a debt due from the *Consultant*.

6 Changes to Performance Indicators

- 6.1 Without prejudice to paragraph 3.3 (*Implementation of Performance Indicators*), not more than once in each year during the *Contract Period* the *Client* may, on giving the *Consultant* at least three (3) months’ notice, change the Weighting that applies in respect of one or more specific KPIs. and/or

6.1.1 convert one or more:

- (i) Key Performance Indicators into a Subsidiary Performance Indicator; and/or
- (ii) Subsidiary Performance Indicators into a Key Performance Indicator (in which case the Client shall also set out in the notice details of what will constitute each Performance Failure Level for the new Key Performance indicator).

- 6.2 The *Consultant* shall not be entitled to object to any changes made by the *Client* under paragraph 6.1 (*Changes to Performance Indicators*), or increase the Fixed Fee as a result of such changes provided that:

6.2.1 the principal purpose of the change is to reflect changes in the *Client’s* business requirements and/or priorities or to reflect changing industry standards;

- 6.2.2 there is no change to the Amount At Risk Per Annum; and
- 6.2.3 there is no change to the aggregate total of Service Failure Points in the PI Table.

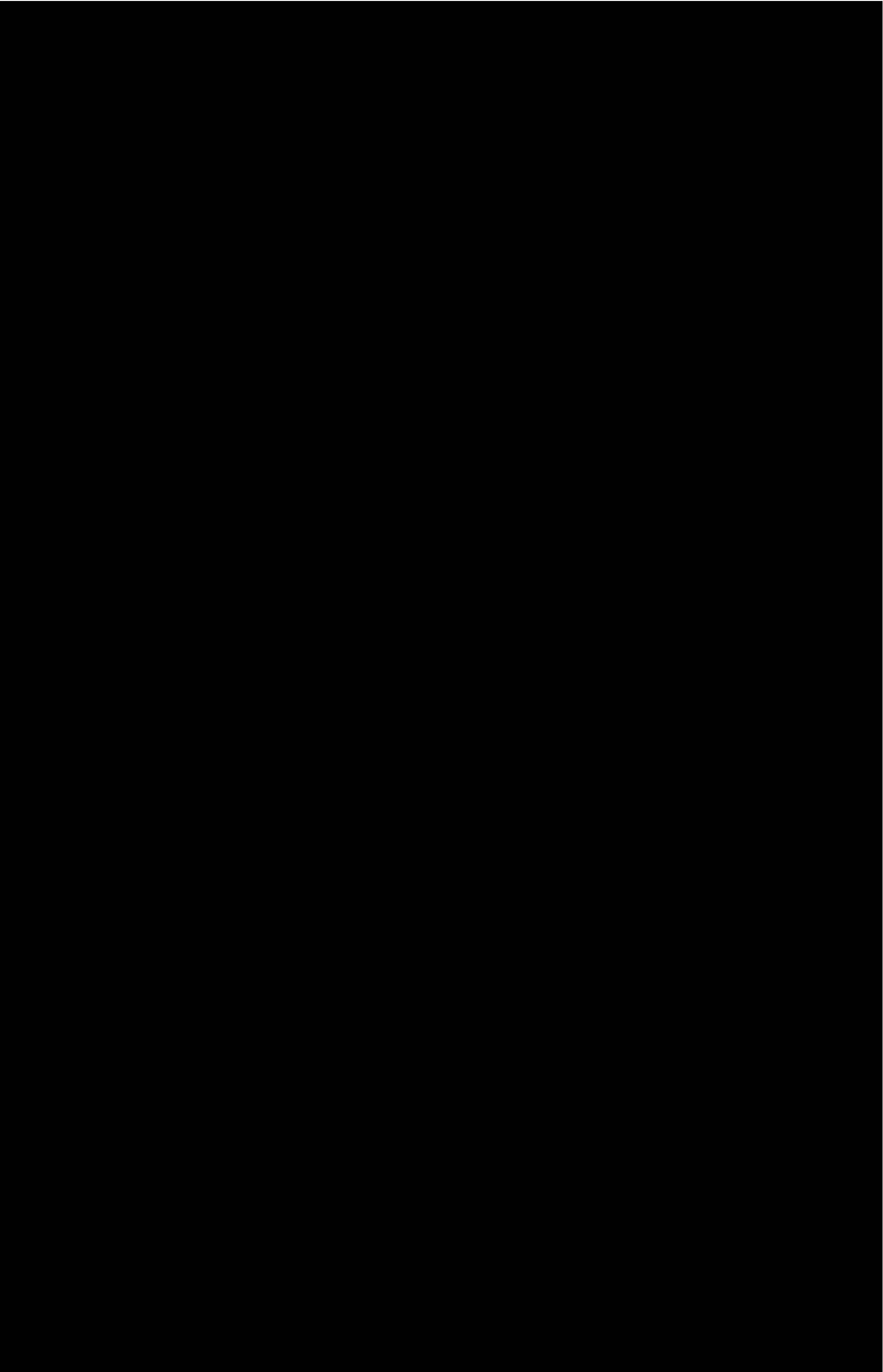
PI Table

Amount at Risk Per Arm: 10%

Intervention Trigger Ever	108	Service Failure Points under all KPIs and SPIs in a three month period
	68	Service Failure Points under all KPIs and SPIs in a single month

Critical Performance Fail: As defined in the Contract

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Schedule 10 - Implementation Plan

1 Defined Terms

- 1.1 In this Schedule 10 (*Implementation Plan*), and where used elsewhere in this Contract, the following terms shall have the following meanings:

“Client’s CAFM System” means the computer aided facilities management system (or any replacement) operated by the principal supplier to the *Client* of the Supply Chain Integrator Services in connection with the provision of the Supply Chain Integrator Services;

“Detailed Implementation Plan” means the plan developed in accordance with paragraph 3 (*Approval of the Detailed Implementation Plan*) of this Schedule 10;

“Implementation Plan” means the Outline Implementation Plan or (if any when approved by the *Client* pursuant to paragraph 3 (*Approval of the Detailed Implementation Plan*) of this Schedule 10) the Detailed Implementation Plan;

“Implementation Services” the implementation services described as such in the Statement of Requirements and as set out further in the Implementation Plan;

“Outline Implementation Plan” means the outline plan set out at Annex 1 (*Outline Implementation Plan*) of this Schedule 10; and

“Uploads” and **“Uploaded”** means successfully to upload any report or other documentation to the Client’s CAFM System (or such other system as may be set out in this Contract):

- (a) in a format specified in this Contract and in any event in a format that shall enable the *Client*, the *Service Manager* and the Supply Chain Integrator to access, use, read, write, amend, search, file, save and/or carry out any other reasonable function with such report or document; and/or
- (b) by the applicable timescale set out in this Contract, provided that if within two (2) Working Days of receipt of written notice from the *Client* that the *Consultant* has not Uploaded successfully or at all a report or document the *Consultant* Uploads such report or document and/or a revised report or document (as the case may be) which addresses the issues set out such notice, the *Consultant* shall be deemed to have Uploaded the report or document by the applicable timescale, provided further that the Parties agree that the *Client* is not required to issue such a notice and if the *Client* chooses not to issue such notice, this shall not affect the *Client’s* rights under this Contract.

2 Outline Implementation Plan

- 2.1 The Outline Implementation Plan is set out in Annex 1 (*Outline Implementation Plan*) to this Schedule 10.

3 Approval of the Detailed Implementation Plan

- 3.1 The *Consultant* shall submit a draft of the Detailed Implementation Plan to the *Client* for approval within five (5) Working Days of the Contract Date.
- 3.2 The *Consultant* shall ensure that the draft Detailed Implementation Plan:

- 3.2.1 contains information at the level of detail necessary to manage the Implementation Phase effectively and as the *Client* may otherwise require;
 - 3.2.2 incorporates all of the Key Dates set out in the Outline Implementation Plan;
 - 3.2.3 clearly outlines all the steps required to implement the Milestones by the Milestone Dates, together with a high level plan for the rest of the programme, in conformity with the Statement of Requirements;
 - 3.2.4 states how the Consultant will implement the Key Tasks;
 - 3.2.5 clearly outlines the required roles and responsibilities of both Parties, including staffing requirements throughout the Implementation Phase;
 - 3.2.6 states how the *Consultant* will work with the incumbent supplier and the Client Supply Chain Members to capture and load up information such as asset data;
 - 3.2.7 states how the *Consultant* will familiarise itself with the Client's CAFM System and ensure that its documentation and data format is compatible with, and capable of being Uploaded to, the Client's CAFM System;
 - 3.2.8 is produced using a software tool or in such a format as specified, or agreed by the *Client*;
 - 3.2.9 contains a communications plan, to be produced and implemented by the *Consultant*, but to be agreed with the *Client*, including the frequency, responsibility for and nature of communication with the *Client*;
 - 3.2.10 takes account of all dependencies known to, or which should reasonably be known to, the *Consultant*; and
 - 3.2.11 contains the details of any other relevant information and matters reasonably required by the *Client*.
- 3.3 Following receipt of the draft Detailed Implementation Plan from the *Consultant*, the *Client* shall:
- 3.3.1 review and comment on the draft Detailed Implementation Plan as soon as reasonably practicable; and
 - 3.3.2 notify the *Consultant* in writing that it approves or rejects the draft Detailed Implementation Plan no later than ten (10) Working Days after the date on which the draft Detailed Implementation Plan is first delivered to the *Client*.
- 3.4 If the *Client* rejects the draft Detailed Implementation Plan:
- 3.4.1 the *Client* shall inform the *Consultant* in writing of its reasons for its rejection; and
 - 3.4.2 the *Consultant* shall then revise the draft Detailed Implementation Plan (taking reasonable account of the *Client's* comments) and shall re-submit a revised draft Detailed Implementation Plan to the *Client* for the *Client's* approval within five (5) Working Days of the date of the *Client's* notice of rejection. The provisions of paragraph 3.3 and this paragraph 3.4 shall

apply again to any resubmitted draft Detailed Implementation Plan, provided that either Party may refer any disputed matters for resolution in accordance with Option W1.1 and Option W2 at any time.

- 3.5 If the *Client* approves the draft Detailed Implementation Plan, it shall replace the Outline Implementation Plan from the date of the Client's notice of approval.

4 Monitoring of the Implementation Plan

- 4.1 Without prejudice to the requirements of Schedule 9 (*Performance Indicators*), the *Consultant* shall monitor its performance against the Implementation Plan and report to the *Client* on such performance at each Performance Review Meeting.

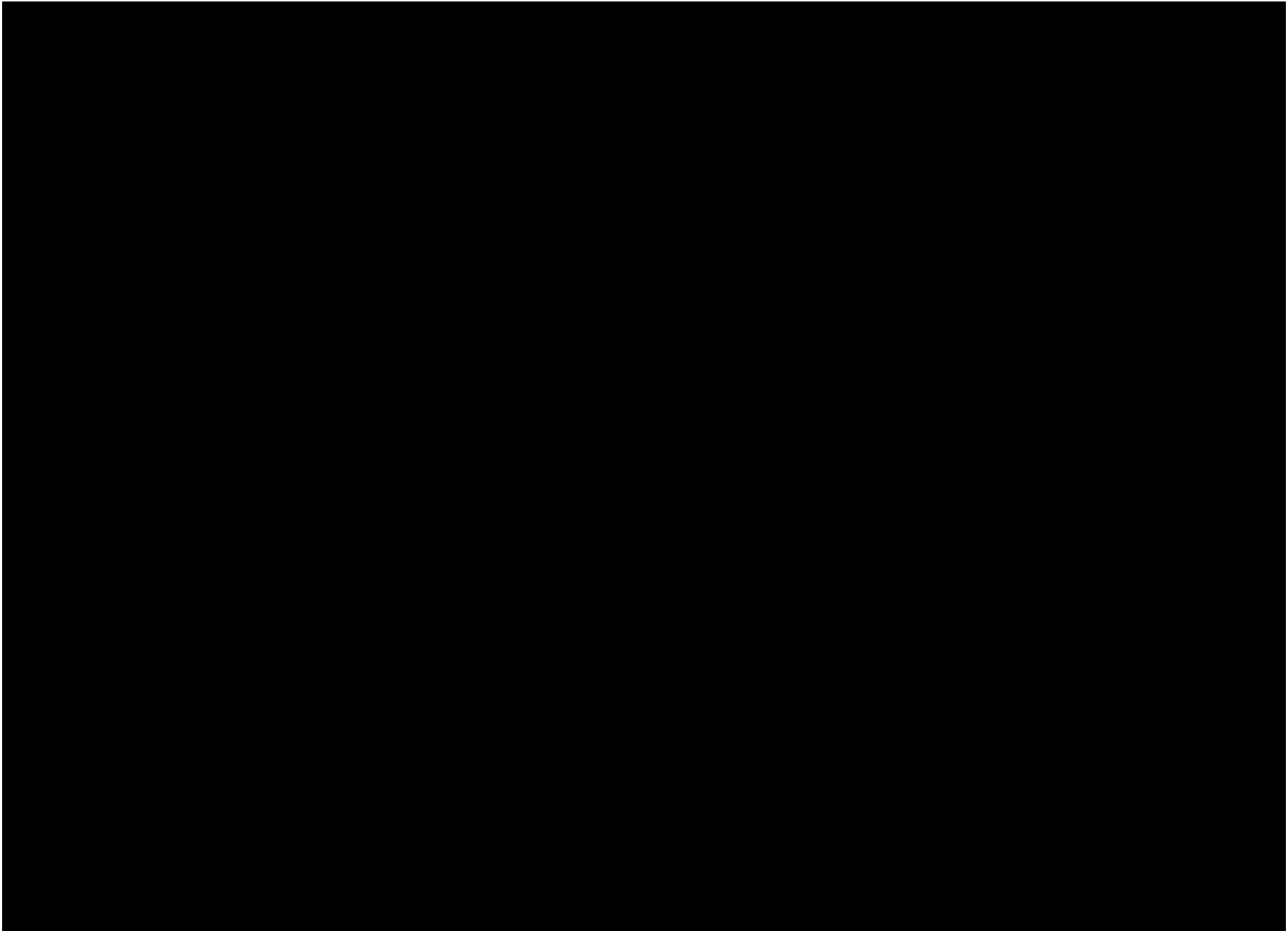
5 Working with others

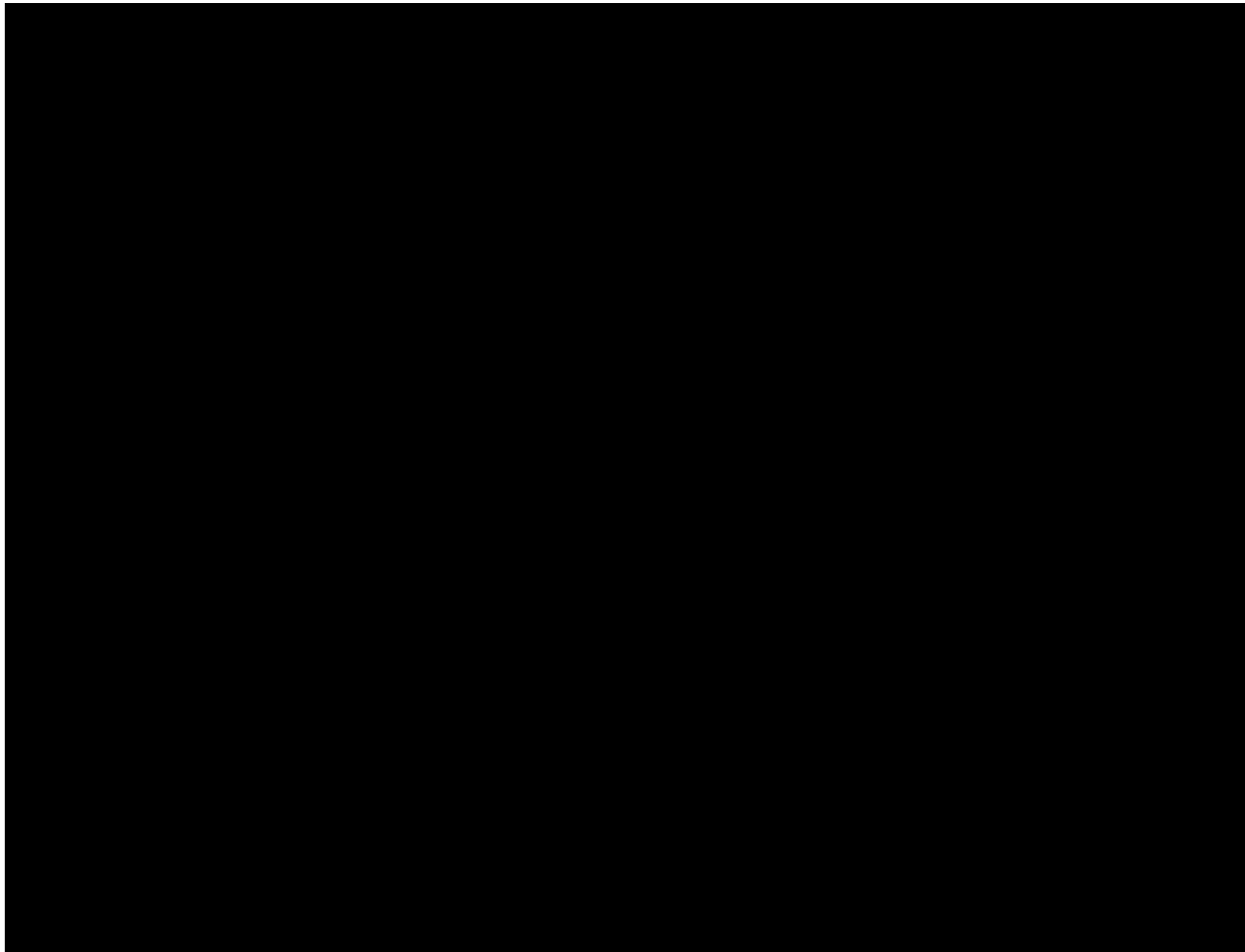
- 5.1 In performing the Implementation Services the *Consultant* shall:

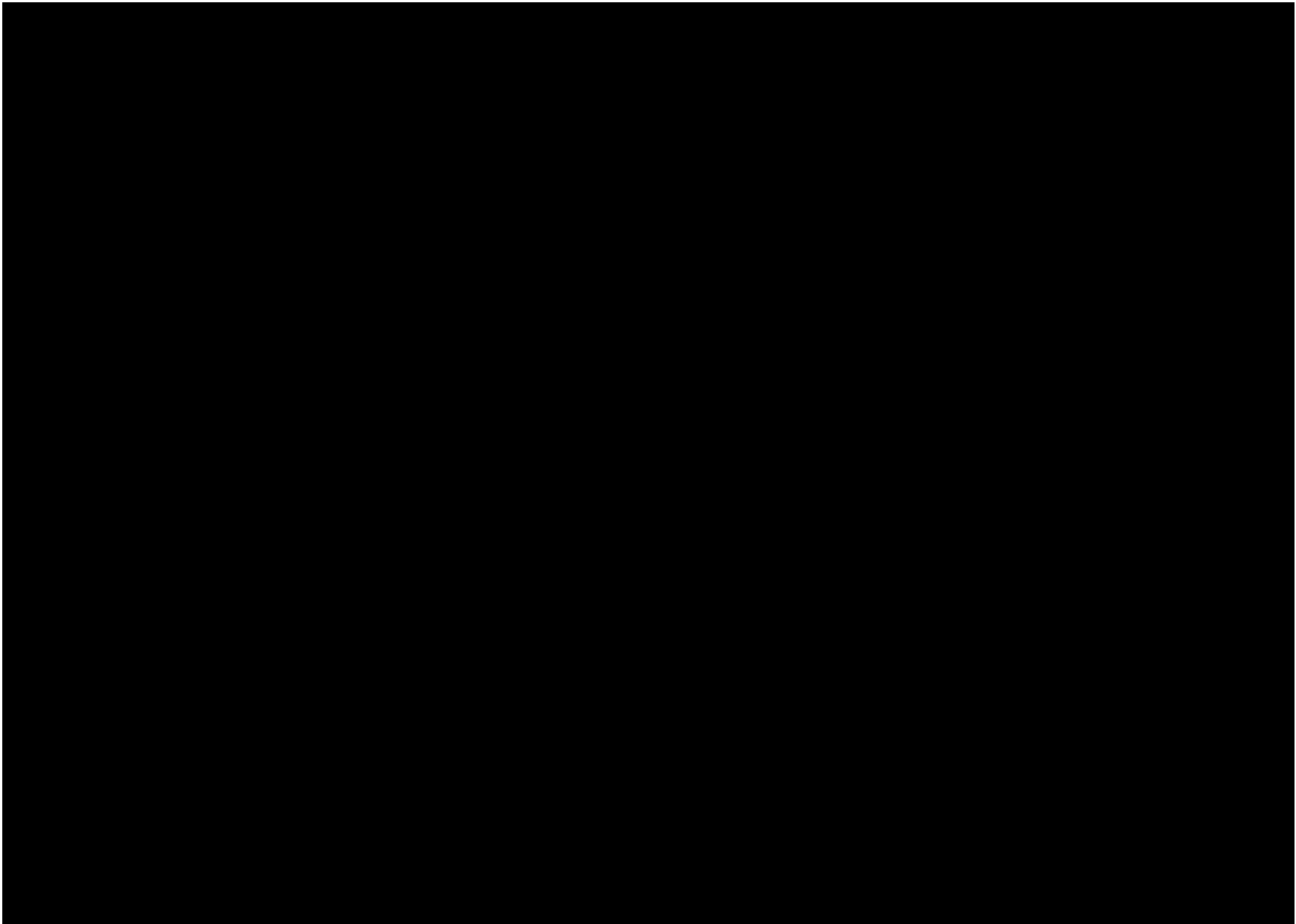
- 5.1.1 work co-operatively and in partnership with the *Client*, incumbent supplier and the Client Supply Chain Members, where applicable, to understand the *service* and to ensure a mutually beneficial handover of the *service*;
- 5.1.2 liaise with the incumbent supplier and the Client Supply Chain Members to enable the full completion of the Implementation Plan and provision of the Implementation Services; and
- 5.1.3 ensure that all risks associated with the Implementation Phase are minimised to ensure a seamless change of control between incumbent supplier and the *Consultant*.

- 5.2 By the end of the Implementation Phase, the *Consultant* shall ensure that all the necessary arrangements with the Client Supply Chain Members and other relevant third parties to facilitate the continuous performance of its obligations under this Contract are assessed, and if required implemented.

Annex 1
Outline Implementation Plan







Schedule 11 - Consultant Personnel

1 Defined Terms

- 1.1 In this Schedule 11 (*Consultant Personnel*) and where used elsewhere in this Contract, the following terms shall have the following meanings:

“**Core Team**” means each and all of the Core Team Members;

“**Core Team Member**” means each individual set out in Annex 1 (*Core Team Members*) to this Schedule 11, as may be amended pursuant to and in accordance with paragraph 2 (*Core Team*) below; and

“**Key Roles**” has the meaning given in paragraph 2.1 (*Core Team*) below.

2 Core Team

- 2.1 The *Consultant* ensures that the Core Team Members fulfil the relevant jobs specified in Annex 2 (*Key Roles*) to this Schedule 11 (the “**Key Roles**”) at all times during the *service period*. The *Consultant* appoints the Core Team Members to fill those Key Roles at the Contract Date.
- 2.2 The *Client* identifies any further roles as being Key Roles and, following agreement to the same by the *Consultant* the list of Core Team Members in Annex 1 (*Core Team Members*) to this Schedule 11 includes the relevant person selected to fill those Key Roles.
- 2.3 The *Consultant* does not remove or replace any Core Team Member (including when complying with Schedule 14 (*Exit Management*)) unless:
- 2.3.1 the *Client* requests that the *Consultant* does so;
 - 2.3.2 the Core Team Member concerned resigns, retires or dies or is on maternity or long-term sick leave;
 - 2.3.3 the Core Team Member’s employment or contractual arrangement with the *Consultant* or a Subcontractor is terminated for material breach of contract by the employee; or
 - 2.3.4 the *Consultant* obtains the *Client*’s prior written consent (such consent not to be unreasonably withheld or delayed),

and any such removal or replacement shall be affected by following the procedure set out in Schedule 7 (*Change Control Procedure*).

- 2.4 The *Consultant*:

- 2.4.1 notifies the *Client* promptly of the absence of any Core Team Member(s) (other than for short-term sickness or holidays of two (2) weeks or less, in which case the *Consultant* shall ensure appropriate temporary cover for that Key Role);
- 2.4.2 ensures that any Key Role is not vacant for any longer than ten (10) Working Days;

- 2.4.3 gives as much notice as is reasonably practicable of its intention to remove or replace any Core Team Member and, except in the cases of death, unexpected ill health or a material breach of the key person's employment contract, this will mean at least sixty (60) Working Days' notice;
- 2.4.4 ensures that all arrangements for planned changes of Core Team Member(s) provide adequate periods during which incoming and outgoing Core Team Members work together to transfer responsibilities and ensures that such change does not have an adverse impact on the performance of the *service*; and
- 2.4.5 provides the *Client* with an opportunity to interview any proposed replacement for a Key Role prior to their engagement on the *service*;
- 2.4.6 ensures that any replacement for a Key Role:
 - (i) has a level of qualifications and experience appropriate to the relevant Key Role; and
 - (ii) is fully competent to carry out the tasks assigned to the Core Team Member whom he or she has replaced.
- 2.5 The *Consultant* does not change:
 - 2.5.1 the Core Role of any Core Team Member;
 - 2.5.2 any entitlement of the any Core Team Member which could result in an increase to any relevant Unit Rate and/or the Fixed Fee;
 - 2.5.3 any other aspect of any Core Team Member's employment and/or how the *Consultant* manages, administrates or organises its Core Team, if such change could adversely affect the delivery of the *service*, the *Client's* reputation and its business and/or the way in which the *Client* manages any Client Supply Chain Member; or
 - 2.5.4 any Core Role,
 without following the procedure set out in Schedule 7 (*Change Control Procedure*).

3 Consultant Personnel

- 3.1 The *Consultant*:
 - 3.1.1 provides, at least seven (7) days' in advance of any admission to any Estate Property, a list of the names of all Consultant Personnel requiring such admission, specifying the capacity in which they require admission and giving such other particulars as the *Client* reasonably requires;
 - 3.1.2 ensures that all Consultant Personnel:
 - (i) are appropriately qualified, trained and experienced to provide the *service* with all reasonable skill, care and diligence and that they retain such skills and qualifications through suitable training programmes tailored to their individual needs;

- (ii) prior to commencing any engagement in the *service*, are subject to as a minimum the Government's Baseline Personnel Security Standard (BPSS) security clearance. For certain properties, to be advised by the *Client*, further levels of Consultant Personnel assessment may be required. There may be certain roles that require interaction with vulnerable groups, access higher levels of sensitive information, or due to the systems access capability, may be required to be subject to higher levels of personnel security vetting. The *Client* shall advise on these roles during the Implementation Phase (if applicable);
 - (iii) comply with such rules, regulations and requirements (including those relating to security arrangements) as are in force from time to time for the conduct of personnel and all reasonable requirements of the *Client* concerning conduct at or outside of the Estate Property; and
 - (iv) are polite and respectful to members of the *Client's* staff and customers and respectful of the environment in which they are working;
- 3.1.3 ensures that all security clearance documents are made available at all times to the *Client* and co-operates in any *Client* requested audit or investigation;
- 3.1.4 subject to Schedule 3 (*TUPE*) retains overall control of the Consultant Personnel at all times so that the Consultant Personnel are not deemed to be employees, agents or contractors of the *Client*;
- 3.1.5 is liable at all times for all acts or omissions of Consultant Personnel, so that any act or omission of a member of any Consultant Personnel which results in a default under this Contract is a default by the *Consultant*;
- 3.1.6 uses all reasonable endeavours to minimise the number of changes in Consultant Personnel;
- 3.1.7 without prejudice to paragraph 2 (*Core Team*), replaces (temporarily or permanently, as appropriate) any Consultant Personnel as soon as practicable if any Consultant Personnel have been removed or are unavailable for any reason whatsoever;
- 3.1.8 bears the programme familiarisation and other costs associated with any replacement of any Consultant Personnel; and
- 3.1.9 procures that the Consultant Personnel vacate the Estate Property immediately upon the termination or expiry of this Contract.
- 3.2 If the *Client* reasonably believes that any of the Consultant Personnel are unsuitable to undertake work in respect of this Contract, it may:
 - 3.2.1 refuse admission to the relevant person(s) to the Estate Property; and/or
 - 3.2.2 direct the *Consultant* to end the involvement in the provision of the *service* of the relevant person(s).

Annex 1

Core Team Members

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Annex 2

Key Roles

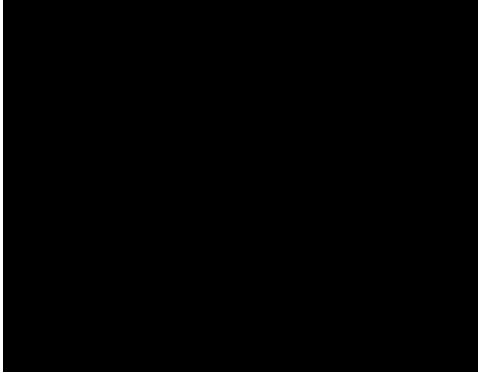
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Schedule 12 - Sustainable Development Requirements

1 Defined Terms

- 1.1 In this Schedule 12 (*Sustainable Development Requirements*) and where used elsewhere in this Contract, the following terms shall mean:

“Sustainable Development” the sustainable development requirements specified in this Schedule 12;

“Sustainable Development Policy Statement” the sustainable development policy statement produced by the *Consultant*; and

“Sustainable Development Plan” the sustainable development plan produced by the *Consultant*.

2 General

- 2.1 The *Consultant* acknowledges that the *Client* must at all times be seen to be actively promoting Sustainable Development through its environmental, social and economic responsibilities.
- 2.2 In delivering the *service*, the *Consultant* shall and shall ensure that the Consultant Personnel assist and co-operate with the *Client*, by fully complying with the requirements of this Schedule 12.

3 Compliance

- 3.1 The *Consultant* shall produce a Sustainable Development Policy Statement and Sustainable Development Plan in accordance with paragraphs 3.2 and 3.3 of this Schedule 12, within six (6) months of the Contract Date and annually thereafter. The Sustainable Development Policy Statement and Sustainable Development Plan must be specific to this Contract and include all Subcontractors involved in delivery of this Contract. The *Consultant* must obtain the required information from Subcontractors and then collate and submit as stated above.
- 3.2 In delivering the *service*, the *Consultant* shall prepare a Sustainable Development Policy Statement giving, for each organisation involved in delivery of this Contract an overarching commitment to:
- 3.2.1 dispose of Contract waste in a legal manner (i.e. waste is disposed of via a registered waste collector, the Waste Electrical and Electronic Equipment (WEEE) regulations are adhered to where relevant);
 - 3.2.2 reduce energy consumption;
 - 3.2.3 promote waste management including recycling;
 - 3.2.4 promote green or public transport;
 - 3.2.5 promote Corporate Social Responsibility (CSR); and
 - 3.2.6 the Sustainable Development Policy and that of continuous improvement which should be signed and dated by senior management.

- 3.3 In delivering the *service*, the *Consultant* shall prepare and deliver a Sustainable Development Plan which should be used to turn the commitment shown in the Sustainable Development Policy Statement into action and which as a minimum, detail how each organisation involved in delivery of this Contract will:
- 3.3.1 reduce their environmental footprint of this Contract through:
 - (i) minimising the use of energy, water and materials;
 - (ii) minimising waste and increasing recycling levels;
 - (iii) utilising recycled goods within operations;
 - (iv) providing efficient low carbon delivery methods; and
 - (v) promoting the use of green or public transport.
 - 3.3.2 contribute to social sustainability of this Contract through:
 - (i) purchasing goods and services that are produced and delivered in line with International Labour Organisation principles in respect to human rights and conditions of employment;
 - (ii) supporting a diverse supply chain by cultivating opportunities for Minority Owned Businesses; and
 - (iii) providing adequate training opportunities for Consultant Personnel.
 - 3.3.3 drive economic sustainability of this Contract through:
 - (i) supporting job creation both locally and nationally; and
 - (ii) facilitating opportunities for minority owned businesses and Small and Medium-sized Enterprises.
- 3.4 To aid the *Client* in monitoring the progress of each organisation the following information should also be included in your plan:
- 3.4.1 a baseline assessment of current position in terms of waste minimisation, recycling and energy consumption (energy consumption only required if current energy usage is available to organisations);
 - 3.4.2 annual estimates of the progress of Sustainable Development actions; and
 - 3.4.3 details of how Consultant Personnel awareness of sustainability will be increased in line with the Sustainable Development Plan.

Schedule 13 - Life Chances and Social Value

1 Defined Terms

- 1.1 In this Schedule 13 (*Life Chances and Social Value*) and where used elsewhere in this Contract, the following terms shall mean:

“Access to Work” a grant from the *Client’s* Access to Work scheme given to an employer to pay for practical support to help a disabled person start work, stay in work or move into self-employment;

“Diversity and Equality Delivery Plan” the diversity and equality delivery plan produced by the *Consultant* pursuant to paragraph 4.1 (*Diversity and Equality Delivery Plan*) of this Schedule 13;

“DWP Priority Groups” groups of persons including but not limited to apprentices, disabled people, young people, older workers, ex-offenders and black and minority ethnic people;

“Life Chances Workforce Monitoring Template” the template set out at Annex 1 (*Workforce Monitoring Template*) to this Schedule 13; and

“Work Trials” an opportunity for employers to try out a potential employee before offering a job, offered in accordance with the Jobcentre Plus eligibility criteria.

2 General

- 2.1 The *Consultant* acknowledges that the Crown is:

2.1.1 committed to:

- (i) assisting people to move from welfare to employment and driving forward improvements in economic, social and environmental well-being; and
- (ii) supporting the Government’s aims of supporting growth and providing life chances to disadvantaged groups; and

2.1.2 in addition to the requirements of the Equality Act 2010, required by the Public Services (Social Value) Act 2012 to have regard to economic, social and environmental well-being in connection with public services contracts.

- 2.2 The *Consultant*:

2.2.1 acknowledges that the *Client* has a responsibility to support and promote wider social sustainability objectives for the benefit of society; and

2.2.2 agrees to co-operate with the *Client* to improve life chances for those most disadvantaged and furthest from the labour market.

- 2.3 The *Consultant* acknowledges that the *Client* is supporting the Crown’s life chances and social value agendas by aiming to promote opportunities for DWP Priority Groups which the *Client* regards as meriting priority assistance.

- 2.4 Without prejudice to the specific requirements of this Schedule 13, the *Consultant* shall provide such information as the *Client* may request on:
- 2.4.1 the action(s) the *Consultant* is taking in the course of supplying the service to comply with its obligations set out in this Schedule 13; and
- 2.4.2 the effect such action(s) have on the Consultant Personnel used in the performance of its obligations under this Contract.

3 Life Chances Workforce Monitoring Template

- 3.1 The *Consultant* shall provide the Life Chances Workforce Monitoring Template duly completed in full by the *Consultant* in respect of all Consultant Personnel (including but not limited to all Subcontractors used in the performance of the *Consultant's* obligations under this Contract), six (6) Months after the Contract Date and annually thereafter.
- 3.2 The *Consultant* shall complete the Life Chances Workforce Monitoring Template in accordance with the 'Life Chances through Procurement Guidance for DWP Contractors'.
- 3.3 The *Consultant* shall compare figures in all categories listed in the Life Chances Workforce Monitoring Template and provide (where possible) comparisons against any official national/regional statistics that are publicly available in accordance with the 'Social Value Guidance for Contractors' provided by the *Client* to the *Consultant*.
- 3.4 The 'Social Value Guidance for Contractors' provides links to a number of data collection sources, this is not an exhaustive list and other sources are available. The *Client* recognises that there may be regional variations in terms of population demographics and some data categories and coverage may not be complete or fully aligned, however, the *Consultant* agrees to provide high level analysis and identification of trends as and when requested by the *Client*.
- 3.5 The *Consultant* shall provide and shall ensure that its Subcontractors provide such evidence as the *Client* may require of action(s) undertaken or planned by the *Consultant* and/or any Subcontractors to improve the numbers in the Workforce Monitoring Template to the satisfaction of the *Client*.
- 3.6 Diversity and Equality, the Crown's social value agenda and DWP Priority Groups will be discussed jointly by the *Client* and the *Consultant* as an on-going item at contract review meetings. Such meetings will discuss the information provided by the *Consultant* in accordance with paragraph 2.4 (*General*) of this Schedule 13.

4 Diversity and Equality

- 4.1 As part of the information to be provided by the *Consultant* under paragraph 2.4 (*General*) of this Schedule 13, the *Client* requires the *Consultant* to provide to the *Client* a Diversity and Equality Delivery Plan in accordance with the 'Life Chances through Procurement Guidance for DWP Contractors' no later than six (6) months after the Contract Date, and annually thereafter.
- 4.2 The Diversity and Equality Delivery Plan must be specific to this Contract and include the following:

- 4.2.1 summary of its (and its Subcontractors') corporate policies and procedures for preventing discrimination and promoting equality of opportunity in respect of;
- (i) age;
 - (ii) disability;
 - (iii) gender reassignment;
 - (iv) marriage and civil partnership;
 - (v) pregnancy and maternity;
 - (vi) race;
 - (vii) religion or belief;
 - (viii) sex; and
 - (ix) sexual orientation;
- 4.2.2 an overview of *Consultant's* and any Subcontractors' policies and procedures covering:
- (i) harassment;
 - (ii) bullying;
 - (iii) victimisation; and
 - (iv) staff training and development;
- 4.2.3 details of the way in which the above policies and procedures are, or will be (and by when), communicated to Consultant Personnel;
- 4.2.4 details of what general diversity and equality related training has been, or will be delivered (and by when), to Consultant Personnel;
- 4.2.5 details of what structure and resources are currently directed towards active promotion of diversity and equality within the Consultant Personnel, or if not currently in place, what will be put in place and by when;
- 4.2.6 analysis of the data from the Life Chances Workforce Monitoring Template and identification of links between trends in the data and the *Consultant's* policies, processes and previous actions;
- 4.2.7 how the *Consultant* shall encourage and promote opportunities for people in the DWP Priority Groups and identifying positive outcomes from those opportunities; and
- 4.2.8 how the *Consultant* shall engage with Subcontractors to encourage support for added social value down the supply chain and whether the *Consultant* has identified any issues or good practice within the *Consultant's* supply chain.

- 4.3 The *Client* will consider and may provide comments to the *Consultant* on the contents of Diversity and Equality Delivery Plan. The *Consultant* shall consider any comments raised by the *Client* and use reasonable endeavours to revise the Diversity and Equality Delivery Plan to address such comments.
- 4.4 Any issues relating to the Diversity and Equality Delivery Plan or the actions carried out thereunder will be raised with the *Consultant* by the *Service Manager* acting on behalf of the *Client* and if an issue relates to a Subcontractor, the *Consultant* must raise and resolve the issue with the Subcontractor.
- 4.5 The *Consultant* shall, and shall ensure that its Subcontractors, take the following action(s) in respect of DWP Priority Groups:

4.5.1 **Apprentices**

- (i) Make available to potential members of Consultant Personnel used in the performance of the *Consultant* obligations information about the National Apprenticeship Service.

4.5.2 **Disabled People**

- (i) Disability Confident is a scheme that supports employers to attract, recruit and retain disabled people. Detailed Information about Disability Confident can be accessed via Gov.uk. The *Client* strongly encourages contractors, and their suppliers, to sign up to Disability Confident, declaring their support for disabled workers by displaying the values and behaviours set out therein.
- (ii) Make appropriate use of Access to Work to support recruit and retain disabled workers.
- (iii) When recruiting staff to be used in the performance of the *Consultant's* obligations under this Contract, offer Disabled People interviews under a guaranteed interview scheme for vacancies for staff where the Disabled People meet the minimum criteria for such vacancies.
- (iv) Offer Work Trials to Disabled People to support filling vacancies for staff.
- (v) Provide Employment Experience to Disabled People as Consultant Personnel to develop their skills and experience and increase their employability.

4.5.3 **Young People – Under 25**

- (i) Offer Work Trials to Young People to support filling vacancies for staff.
- (ii) Provide Employment Experience to Young People as Consultant Personnel to develop their skills and experience and increase their employability.

4.5.4 **Older Workers – Over 50**

- (i) Offer Work Trials to Older Workers to support filling vacancies for staff.
- (ii) Provide Employment Experience to Older People as Consultant Personnel to develop their skills and experience and increase their employability.

4.5.5 **Ex-Offenders**

- (i) Offer Work Trials to Ex-Offenders to support filling vacancies for staff.
- (ii) Provide Employment Experience to Ex-Offenders as Consultant Personnel to develop their skills and experience and increase their employability.

4.5.6 **Black and Minority Ethnic people**

- (i) Offer Work Trials to Black and Minority Ethnic people to support filling vacancies for staff.
- (ii) Provide Employment Experience to Black and Minority Ethnic people as Consultant Personnel to develop their skills and experience and increase their employability.

4.5.7 **Job Seekers**

- (i) Advertise all vacancies for staff via Universal Jobmatch in addition to any other recruitment agencies with whom the *Consultant* advertises such vacancies and any other actions the *Consultant* takes to recruit staff.

5 **Social Value**

5.1 The *Consultant* acknowledges that achievement of the following outcomes is key to the *Client* in the delivery of this Contract:

- 5.1.1 effective stewardship of the environment, environmental protection and improvement and support of the Government's 25 Year Environment Plan; and
- 5.1.2 encouragement of employers to better support all employees, including those with mental health problems, to remain in and thrive through work, noting that the *Client* required to report on the proportion of suppliers in the contract supply chain who implement the 6 standards in the Mental Health at Work commitment and, where appropriate, the mental health enhanced standards for companies with more than 500 employees in Thriving at work: The Stevenson/ Farmer Review of mental health and employers with respect to the contract workforce.

5.2 The *Consultant* shall:

- 5.2.1 carry out the actions and activities; and

5.2.2 ensure that its conduct in Providing the Service and any other actions in connection with Contract are reflective of the principles,
set out in Annex 2 (*Social Value Plan*) to this Schedule 13.

Annex 1

Workforce Monitoring Template

Name of Contract	
Contract Number	
Name of Consultant	
Contract Date	
Total number of staff (which for the avoidance of doubt includes and Subcontractors)	

1 Number of new staff posts created in the performance of the Consultant's obligations under the Contract

New Staff Posts	Number of new staff posts created in period	
	1-34 hr per week posts	35 hr + per week posts
Baseline return (at 6 months for months 0-6)		
1st annual return (at 18 months for months 7-18)		
2nd annual return (at 30 months for months 19 - 30)		
3rd annual return (at 42 months for months 31-42)		

2 Number of Apprentices in staff used in the performance of the Consultant's obligations under the Contract

DWP Priority Group: Apprentices	Number of Apprentices in staff which have been employed for 26 weeks or longer in period	% of Apprentices in staff at the end of the period	Number of Apprentices who began apprenticeships as part of the staff during the period
Baseline return (at 6 months for months 0-6)			
1st annual return (at 18 months for months 7-18)			
2 nd annual return (at 30 months for months 19-30)			

3 rd annual return (at 42 months for months 31-42)			
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3 Number of Disabled People in Staff used in the performance of the Consultant's obligations under the Contract

DWP Priority Group - Disabled People	Number of Disabled People in staff which have been employed for 26 weeks or longer in period	% of Disabled People in staff at end of period	Number of Disabled People who began employment as part of the staff during the period
Baseline return (at 6 months for months 0-6)			
1st annual return (at 18 months for months 7-18)			
2nd annual return (at 30 months for months 19 - 30)			
3rd annual return (at 42 months for months 31-42)			

4 Number of Disabled People, who had been interviewed by the Contractor under the Guaranteed Interview Scheme (GIS) for staff posts used in the performance of the Contractor's obligations under the Contract

DWP Priority Group – Disabled People in the staff who had been interviewed by the Consultant under the GIS	Number of Disabled People who have been interviewed for staff posts by the Consultant under the GIS scheme during the period
Baseline return (at 6 months for months 0-6)	
1 st annual return (at 18 months for months 7-18)	
2 nd annual return (at 30 months for months 19-30)	
3 rd annual return (at 42 months for months 31-42)	

5 Number of Young People in staff used in the performance of the Consultant's obligations under the Contract

DWP Priority Group – Young People	Number of Young People in staff which have been employed for 26 weeks or longer in period	% Young People in staff at end of period	Number of Young People who began employment as part of the staff during the period
Baseline return (at 6 months for months 0-6)			
1 st annual return (at 18 months for months 7-18)			
2 nd annual return (at 30 months for months 19-30)			
3 rd annual return (at 42 months for months 31-42)			

6 Number of Older Workers in staff used in the performance of the Consultant's obligations under the Contract

DWP Priority Group – Older Workers	Number of Older Workers in staff which have been employed for 26 weeks or longer in period	% Older Workers in staff at end of period	Number of Older Workers who began employment as part of the staff during the period
Baseline return (at 6 months for months 0-6)			
1 st annual return (at 18 months for months 7-18)			
2 nd annual return (at 30 months for months 19-30)			
3 rd annual return (at 42 months for months 31-42)			

7 Number of Ex-Offenders in staff used in the performance of the Consultant's obligations under the Contract

DWP Priority Group – Ex-Offenders	Number of ex-offenders in staff which have been employed for 26 weeks or longer in period	% ex-offenders in staff at end of period	Number of ex-offenders who began employment as part of the staff during the period
Baseline return (at 6 months for months 0-6)			
1 st annual return (at 18 months for months 7-18)			
2 nd annual return (at 30 months for months 19-30)			
3 rd annual return (at 42 months for months 31-42)			

8 Number of Black or Minority Ethnic (BME) in staff used in the performance of the Consultant's obligations under the Contract

DWP Priority Group – BME	Number of BME in staff which have been employed for 26 weeks or longer in period	% BME in staff at end of period	Number of BME who began employment as part of the staff during the period
Baseline return (at 6 months for months 0-6)			
1 st annual return (at 18 months for months 7-18)			
2 nd annual return (at 30 months for months 19-30)			
3 rd annual return (at 42 months for months 31-42)			

9 Number of Employment Experience placements conducted in the performance of the Consultant's obligations under the Contract

Employment Experience placements	Number of Employment Experience Placements conducted during the period
Baseline return (at 6 months for months 0-6)	
1 st annual return (at 18 months for months 7-18)	
2 nd annual return (at 30 months for months 19-30)	
3 rd annual return (at 42 months for months 31-42)	

10 Number of Work Trials conducted as part of the recruitment of staff used in the performance of the Consultant's obligations under the Contract.

Works Trials	Number of Work Trials conducted during the period
Baseline return (at 6 months for months 0-6)	
1 st annual return (at 18 months for months 7-18)	
2 nd annual return (at 30 months for months 19-30)	
3 rd annual return (at 42 months for months 31-42)	

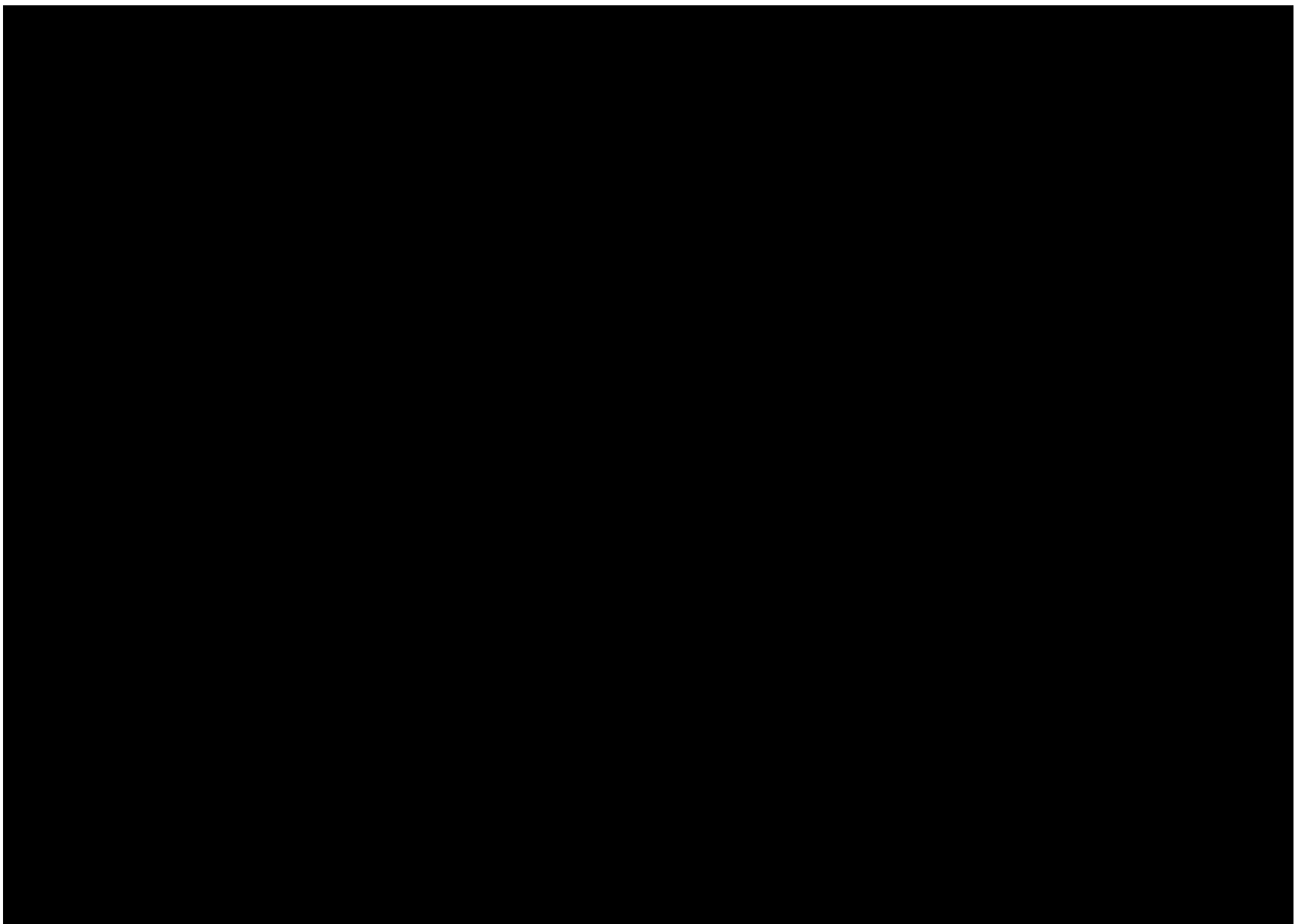
11 Number of vacancies for Staff advertised via Universal Jobmatch

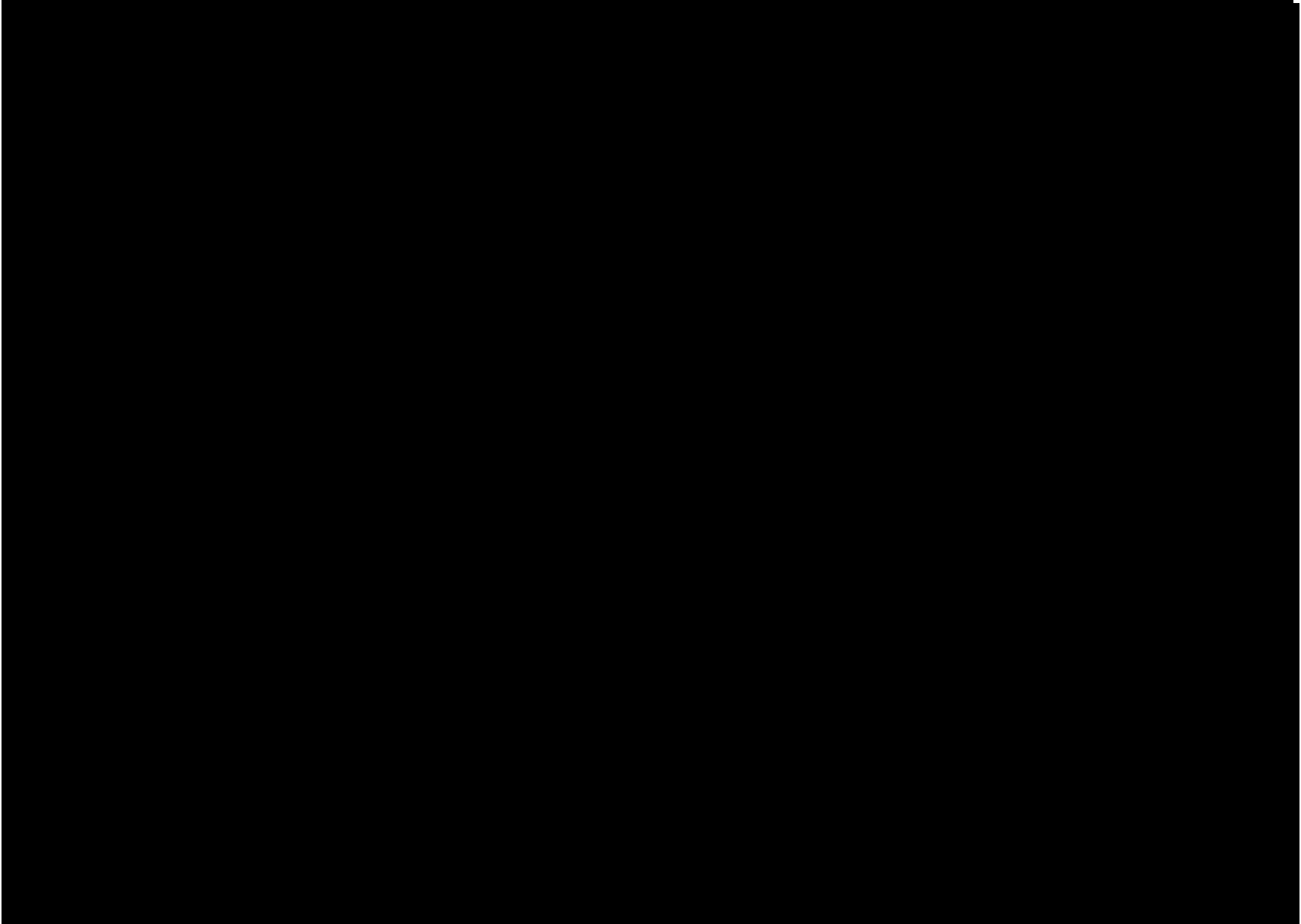
Staff vacancies advertised via Universal Jobmatch	Number of vacancies for staff advertised via Universal Jobmatch during the period	% of all vacancies for staff advertised via Universal Jobmatch during the period
Baseline return (at 6 months for months 0-6)		
1 st annual return (at 18 months for months 7-18)		
2 nd annual return (at 30 months for months 19-30)		
3 rd annual return (at 42 months for months 31-42)		

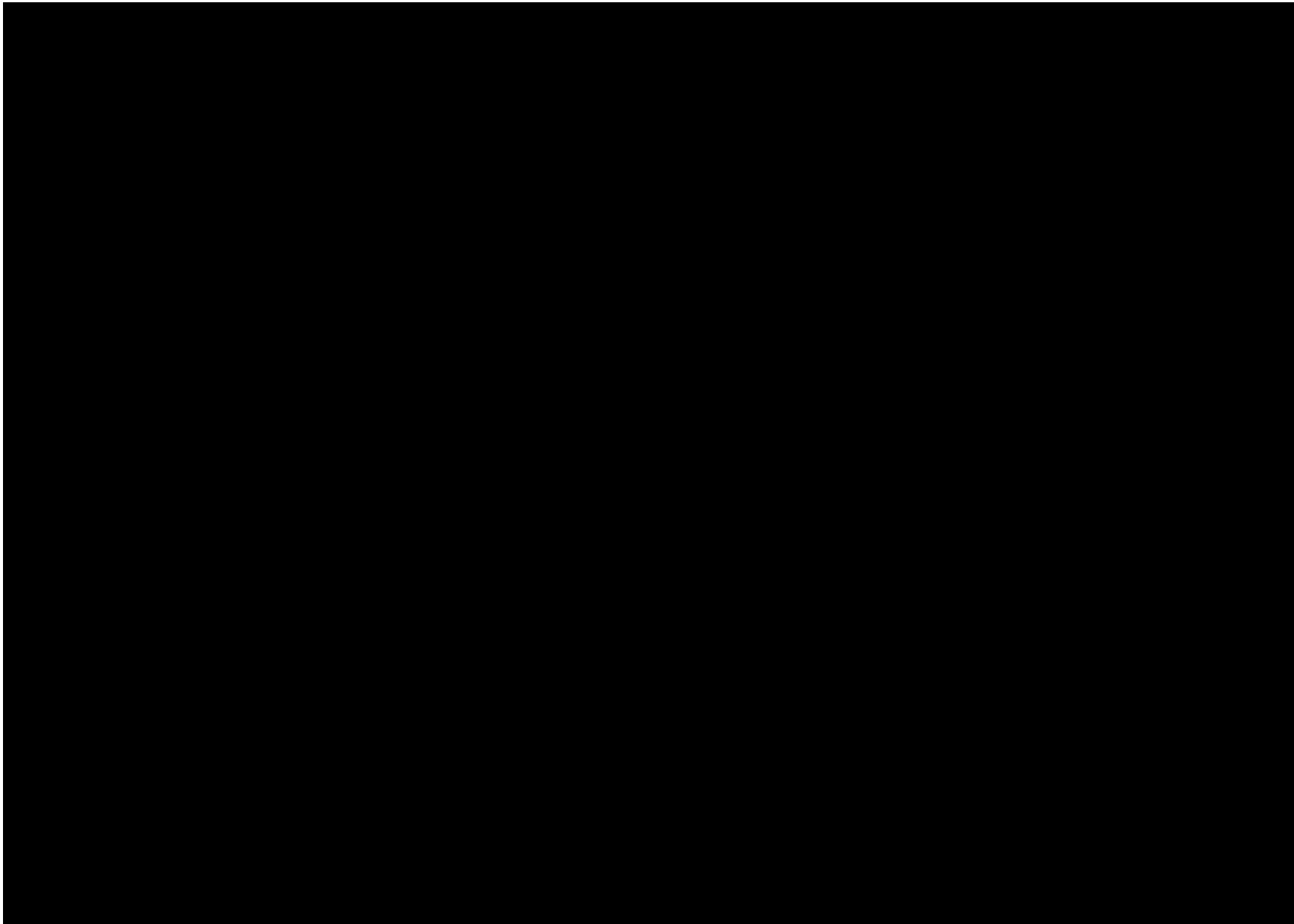
Annex 2

Social Value Plan









Schedule 14 - Exit Management

1 Definitions

1.1 In this Schedule 14 (*Exit Management*), and where used elsewhere in this Contract, the following terms shall have the following meanings:

“Assets” means all assets used by the *Consultant* to provide the *service* in accordance with this Contract but excluding the Client Assets;

“Client Assets” means the materials, data, software, assets, equipment or other property owned by and/or licenced or leased to the *Client* and which is or may be used in connection with the provision of the *service*;

“Client 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, and which are:

- (i) supplied to the *Consultant* by or on behalf of the *Client*; and/or
- (ii) which the *Consultant* is required to generate, process, store or transmit pursuant to this Contract; or

(b) any Personal Data for which the *Client* is the Data Controller;

“Ethical Wall Agreement” means an ethical wall agreement in substantially the form set out at Annex 2 (*Form of Ethical Wall Agreement*) of this Schedule 14;

“Exit Plan” means the plan produced and updated by the *Consultant* during the *service period* in accordance with paragraph 5 (*Exit Plan*) of this Schedule 14;

“Exit Information” has the meaning given in paragraph 3.1 (*Obligations to Assist on Re-tendering of the Service*) of this Schedule 14;

“Exit Manager” means the person appointed by each Party pursuant to paragraph 2.2 (*Obligations during the Service Period to facilitate exit*) for managing the Parties’ respective obligations under this Schedule 14;

“Registers” means the register and configuration database referred to in paragraphs 2.1.1 and 2.1.2 (*Obligations during the Service Period to facilitate exit*) of this Schedule 14;

“Replacement Consultant” any third party service provider of the Replacement Service appointed by the *Client* from time to time;

“Replacement Service” means any service which is the same as or substantially similar to the *service* or any part thereof, which the *Client* receives in substitution for any part of the *service*;

“Termination Notice” means a written notice of termination issued by a Party in accordance with the terms of this Contract;

“Termination Assistance Notice” has the meaning given in paragraph 5 (*Exit Plan*) of this Schedule 14;

“Termination Assistance Period” means in relation to a Termination Assistance Notice, the period specified in the Termination Assistance Notice for which the *Consultant* is required to provide the Termination Services a such period may be extended pursuant to paragraph 5.2 (*Exit Plan*) of this Schedule 14;

“Termination Services” means the services and activities to be performed by the *Consultant* pursuant to the Exit Plan, including those activities listed in Annex 1 (*Scope of the Termination Services*) of this Schedule 14, and any other services required pursuant to the Termination Assistance Notice;

“Transferable Contracts” means the Subcontracts, licences for *Consultant’s* software, licences for third party software or other agreements which are necessary to enable the *Client* or any Replacement Consultant to perform the *service* or the Replacement Service;

“Transferring Assets” has the meaning given in paragraph 7.2.1 (*Assets, Subcontracts and Software*); and

“Transferring Contracts” has the meaning given in paragraph 7.2.2 (*Assets, Subcontracts and Software*).

2 Obligations during the Service Period to facilitate exit

2.1 During the *service period*, the *Consultant* shall:

2.1.1 create and maintain a register of all:

- (i) Assets (if any), detailing their ownership status, physical location; and use within the *service*; and
- (ii) Subcontracts and other relevant agreements (including relevant software licences, maintenance and support agreements and equipment rental and lease agreements) required for the performance of the *service*;

2.1.2 create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the *Consultant* Provides the Service, which shall contain sufficient detail to permit the *Client* and/or Replacement Consultant to understand how the *Consultant* provides the *service* and to enable the smooth transition of the *service* with the minimum of disruption;

2.1.3 agree the format of the Registers with the *Client* as part of the process of agreeing the Exit Plan; and

2.1.4 at all times keep the Registers up to date, in particular in the event that Assets, Subcontracts or other relevant agreements are added to or removed from the *service*.

2.2 Each Party shall appoint a person for the purposes of managing the Parties' respective obligations under this Schedule 14 and provide written notification of such appointment to the other Party prior to the end of the Implementation Phase. The *Consultant’s* Exit

Manager shall be responsible for ensuring that the *Consultant* and its employees, agents and Subcontractors comply with this Schedule 14. The *Consultant* shall ensure that its Exit Manager has the requisite authority to arrange and procure any resources of the *Consultant* as are reasonably necessary to enable the *Consultant* to comply with the requirements set out in this Schedule 14. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the termination or expiry of this Contract and all matters connected with this Schedule 14 and each Party's compliance with it.

3 Obligations to Assist on Re-tendering of the Service

3.1 On reasonable notice at any point during the *Service Period*, the *Consultant* shall provide to the *Client* and/or its potential Replacement Consultants (subject to the potential Replacement Consultants entering into reasonable written confidentiality undertakings), the following material and information in order to facilitate the preparation by the *Client* of any invitation to tender and/or to facilitate any potential Replacement Consultant undertaking due diligence:

- 3.1.1 details of the *service*;
- 3.1.2 a copy of the Registers, updated by the *Consultant* up to the date of delivery of such Registers;
- 3.1.3 an inventory of Client Data in the *Consultant's* possession or control;
- 3.1.4 details of any key terms of any third party contracts and licences, particularly as regards charges, termination, assignment and novation;
- 3.1.5 a list of on-going and/or threatened disputes in relation to the provision of the *service* and/or in relation to any Client Supply Chain Services;
- 3.1.6 to the extent permitted by applicable Law, all information relating to Transferring Consultant Employees required to be provided by the *Consultant* under this Contract; and
- 3.1.7 such other material and information as the *Client* shall reasonably require, (together, the "**Exit Information**").

3.2 The *Consultant* acknowledges that the *Client* may disclose the *Consultant's* Confidential Information to an actual or prospective Replacement Consultant or any third party whom the *Client* is considering engaging to the extent that such disclosure is necessary in connection with such engagement (except that the *Client* may not under this paragraph 3.2 disclose any *Consultant's* Confidential Information which is information relating to the *Consultant's* or its Subcontractors' prices or costs).

3.3 The *Consultant* shall:

- 3.3.1 notify the *Client* within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the potential transfer and/or continuance of the *service* and shall consult with the *Client* regarding such proposed material changes; and
- 3.3.2 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 *Client*.

- 3.4 The *Consultant* may charge the *Client* for its reasonable additional costs to the extent the *Client* requests more than six (6) updates in any six (6) month period save to the extent that any such request is reasonably necessary to remedy any inadequacy and/or defect in Exit Information provided by the *Consultant* to date.
- 3.5 The Exit Information shall be accurate and complete in all material respects and the level of detail to be provided by the *Consultant* shall be such as would be reasonably necessary to enable a third party to:
- 3.5.1 prepare an informed offer for the *service* (or any part thereof); and
- 3.5.2 not be disadvantaged in any subsequent procurement process compared to the *Consultant* (if the *Consultant* is invited to participate).
- 3.6 From the Contract Date the *Consultant* shall:
- 3.6.1 include in the terms and conditions of employment for all new employees; and
- 3.6.2 shall use all reasonable endeavours to include in any updates to the terms and conditions of employment of any existing employees,
- in each case delivering or reasonably likely to be delivering the *service* or any part thereof such term or terms (at all times compliant with all applicable Law) enabling the *Consultant* to comply with its obligations under paragraph 3.1.6.

4 Ethical Wall Agreement

- 4.1 The *Client* may require the *Consultant* to enter into an Ethical Wall Agreement at any point during a re-tendering or contemplated re-tendering of the *service* or any part of the *service*.
- 4.2 If required under paragraph 4.1 to enter into the Ethical Wall Agreement, the *Consultant* will return a signed copy of the Ethical Wall Agreement within ten (10) days of receipt. The *Consultant's* costs of entering into the Ethical Wall Agreement will be borne solely by the *Consultant*.

5 Exit Plan

- 5.1 The *Consultant* shall, within three (3) months after the Contract Date, deliver to the *Client* an Exit Plan which:
- 5.1.1 sets out the *Consultant's* proposed methodology for achieving an orderly transition of the *service* from the *Consultant* to the *Client* and/or its Replacement Consultant on the expiry of termination of this Contract;
- 5.1.2 complies with the requirements set out in paragraph 5.2; and
- 5.1.3 is otherwise reasonably satisfactory to the *Client*.
- 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 procedures set out in Option W1.1 and Option W.2.
- 5.3 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 *service*;
 - 5.3.3 a detailed description of both the transfer and cessation processes, including a timetable;
 - 5.3.4 how the *service* will transfer to the *Client* and/or the Replacement *Consultant*, including details of the processes, documentation, data transfer, systems migration and information security;
 - 5.3.5 the scope of the Termination Services that may be required for the benefit of the *Client* (including such of the services set out in Annex 1 as are applicable);
 - 5.3.6 a timetable and critical issues for providing the Termination Services;
 - 5.3.7 any charges that would be payable for the provision of the Termination Services, provided that:
 - (i) during the *service period*, the *Consultant* shall use reasonable endeavours to provide the Termination Services using the resources already allocated to the provision of the *service* and at no additional cost to the *Client*; and
 - (ii) where and to the extent that Termination Services are to be provided:
 - (A) after the expiry or termination of this Contract; and/or
 - (B) during the *service period* and the *Consultant* demonstrates to the *Client's* reasonable satisfaction that it is not possible to provide the Termination Services using the resources already allocated to the provision of the *service*,

the charges for such Termination Services shall be calculated in accordance with the methodology that would apply if such services were being treated as a Contract Change;
 - 5.3.8 how the Termination Services would be provided (if required) during the Termination Assistance Period;
 - 5.3.9 procedures to deal with requests made by the *Client* and/or a Replacement *Consultant* for Staffing Information pursuant to Schedule 3 (*TUPE*);
 - 5.3.10 how each of the issues set out in this Schedule 14 will be addressed to facilitate the transition of the *service* from the *Consultant* to the Replacement *Consultant* and/or the *Client* with the aim of ensuring that there is no disruption to or degradation of the *service* during the Termination Assistance Period.
- 5.4 The Parties acknowledge that the migration of the *service* from the *Consultant* to the *Client* and/or its Replacement *Consultant* may be phased, such that certain parts of the *service* are handed over before others.

- 5.5 The *Consultant* shall review and (if appropriate) update the Exit Plan on a basis consistent with the principles set out in this Schedule 14 on an annual basis to reflect any changes in the *service* that have occurred since the Exit Plan was last agreed.
- 5.6 Following such update the *Consultant* shall submit the revised Exit Plan to the *Client* for approval in accordance with the process set out in paragraph 3 of Schedule 10 (*Implementation Plan*) and the provisions of such paragraph shall apply *mutatis mutandis*.

Finalisation of the Exit Plan

- 5.7 Within twenty (20) Working Days after service of a Termination Notice by either Party or six (6) months prior to the expiry of this Contract, the *Consultant* will submit for the *Client's* approval the Exit Plan in a final form that could be implemented immediately. The final form of the Exit Plan shall be prepared on a basis consistent with the principles set out in this Schedule 14 and shall reflect any changes in the *service* that have occurred since the Exit Plan was last agreed.
- 5.8 The Parties will meet and use their respective reasonable endeavours to agree the contents of the final form of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days following its delivery to the *Client* then such dispute shall be resolved in accordance with the dispute resolution procedures set out in Option W1.1 and Option W2. Notwithstanding the Parties may not have agreed the final form of the Exit Plan, the *Consultant* shall continue to provide the *service* in accordance with the terms of this Contract and, if required by the *Client* pursuant to paragraph 5.1, the Termination Services in accordance with the principles set out in this Schedule 14 and the last approved version of the Exit Plan (insofar as relevant).

6 Termination Services

Notification of Requirements for Termination Services

- 6.1 The *Client* shall be entitled to require the provision of Termination Services at any time during the *Service Period* by giving written notice to the *Client* (a "**Termination Assistance Notice**") at least four (4) months prior to the date of termination or expiry of this Contract 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 Services are required;
 - 6.1.2 the nature of the Termination Services required; and
 - 6.1.3 the Termination Assistance Period (which shall continue no longer than twenty-four (24) months after the date that the *Consultant* ceases to provide the *service*).
- 6.2 The *Client* 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 *Consultant* ceases to provide the Termination Services or, if applicable, beyond the end of the Termination Assistance Period and provided that it shall notify the *Consultant* to such effect no later than twenty (20) Working Days prior to the date on which the provision of Termination Services is otherwise due to expire. The *Client* shall have the right to terminate its

requirement for Termination Services by serving not less than twenty (20) Working Days' written notice upon the *Consultant* to such effect.

Termination Assistance Period

- 6.3 Throughout the Termination Assistance Period, or such shorter period as the *Client* may require, the *Consultant* shall:
- 6.3.1 continue to provide the *service* (as applicable) and, if required by the *Client* pursuant to paragraph 5.1, provide the Termination Services;
 - 6.3.2 in addition to providing the *service* and the Termination Services, provide to the *Client* any reasonable assistance requested by the *Client* to allow the *service* 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 *service* to the *Client* and/or its Replacement Consultant;
 - 6.3.3 provide the *service* and the Termination Services at no detriment to the performance of the *service*, save to the extent that the Parties agree otherwise in accordance with paragraph 5.4; and
 - 6.3.4 at the *Client's* request and on reasonable notice, deliver up-to-date Registers to the *Client*.
- 6.4 If the *Consultant* demonstrates to the *Client's* reasonable satisfaction that transition of the *service* and provision of the Termination Services during the Termination Assistance Period will have a material, unavoidable adverse effect on the *Consultant's* ability to meet one or more particular Target Performance Levels the Parties shall vary the relevant Target Performance Level(s) and/or the applicable Service Failure Points to take account of such adverse effect.

Termination Obligations

- 6.5 The *Consultant* shall comply with all of its obligations contained in the Exit Plan.
- 6.6 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 *Consultant's* performance of the *service* and the Termination Services and its compliance with the other provisions of this Schedule 14), the *Consultant* shall:
- 6.6.1 cease to use the Client Data;
 - 6.6.2 provide the *Client* and/or the Replacement Consultant with a complete and uncorrupted version of the Client Data in electronic form (or such other format as reasonably required by the *Client*);
 - 6.6.3 erase from any computers, storage devices and storage media that are to be retained by the *Consultant* after the end of the Termination Assistance Period all Client Data and promptly certify to the *Client* that it has completed such deletion;
 - 6.6.4 return to the *Client* such of the following as is in the *Consultant's* possession or control:

- (i) all materials created by the *Consultant* under this Contract in which the IPRs are owned by the *Client*; and
 - (ii) any equipment (including IT equipment and systems) which belongs to the *Client*;
- 6.6.5 vacate any Estate Properties;
- 6.6.6 provide access during normal working hours to the *Client* and/or the Replacement Consultant for up to twelve (12) months after expiry or termination to:
 - (i) such information relating to the *service* as remains in the possession or control of the *Consultant*; and
 - (ii) such members of the Consultant Personnel as have been involved in provision of the *service* and who are still employed by the *Consultant*, provided that the *Client* and/or the Replacement Consultant shall pay the reasonable costs of the *Consultant* actually incurred in responding to requests for access under this paragraph 6.6.6(ii).
- 6.7 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 *Consultant's* performance of the *service* and the Termination Services and its compliance with the other provisions of this Schedule 14), 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 the *service* or Termination Services or for statutory compliance purposes.
- 6.8 Except where this Contract provides otherwise, all licences, leases and authorisations granted by the *Client* to the *Consultant* in relation to the *service* shall be terminated with effect from the end of the Termination Assistance Period.

7 Assets, Subcontracts and Software

- 7.1 Following notice of termination of this Contract and during the Termination Assistance Period, the *Consultant* shall not, without the *Client's* prior written consent:
 - 7.1.1 terminate, enter into or vary any Subcontract except to the extent that such change does not or will not affect the provision of *service*;
 - 7.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Assets or acquire any new Assets; or
 - 7.1.3 terminate, enter into or vary any licence for software in connection with the *service*.
- 7.2 Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the *Consultant* pursuant to paragraph 5.3.4, the Parties shall meet to discuss:
 - 7.2.1 which, if any, of the Assets the *Client* requires to be transferred to the *Client* and/or the Replacement Consultant ("**Transferring Assets**"); and

7.2.2 which, if any, of the Transferable Contracts the *Client* requires to be assigned or novated to the *Client* and/or the Replacement Consultant (the “**Transferring Contracts**”),

in order for the *Client* and/or its Replacement Consultant to provide the *service* from the expiry of the Termination Assistance Period.

7.3 As soon as reasonably practicable following the meeting held pursuant to paragraph 7.2, the *Consultant* shall assign, transfer or procure the novation to the *Client* and/or the Replacement Consultant of the Transferring Assets and Transferring Contracts and shall execute such documents and provide such other assistance as the *Client* reasonably requires to effect such assignment, transfer or novation.

8 Consultant Personnel

8.1 The *Client* and the *Consultant* agree and acknowledge that in the event of the *Consultant* ceasing to provide the *service* or part of them for any reason, Schedule 3 (TUPE) shall apply.

8.2 The *Consultant* shall not take any step (expressly or implicitly or directly or indirectly by itself or through any other person) to dissuade or discourage any employees engaged in the provision of the *service* from transferring their employment to the *Client* and/or the Replacement Consultant.

8.3 During the Termination Assistance Period, the *Consultant* shall give the *Client* and/or the Replacement Consultant reasonable access to the Consultant’s Personnel to present the case for transferring their employment to the *Client* and/or the Replacement Consultant.

8.4 The *Consultant* shall immediately notify the *Client* or, at the direction of the *Client*, the Replacement Consultant of any period of notice given by the *Consultant* or received from any person referred to in the Staffing Information, regardless of when such notice takes effect.

8.5 The *Consultant* 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 Subcontractors whose employment or engagement is transferred to the *Client* and/or the Replacement Consultant, except that this paragraph shall not apply where the employee, supplier or Subcontractor applies in response to a public advertisement of a vacancy.

Annex 1

Scope of the Termination Services

- 1 The Termination Services to be provided by the *Consultant* shall include such of the following services as the *Client* may specify:
 - 1.1 ceasing all non-critical software changes (except where agreed in writing with the *Client*);
 - 1.2 notifying the Subcontractors of procedures to be followed during the Termination Assistance Period and providing management to ensure these procedures are followed;
 - 1.3 providing assistance and expertise as necessary to examine all operational and business processes (including all supporting documentation) in place and re-writing and implementing processes and procedures such that they are appropriate for use by the *Client* and/or the Replacement Consultant after the end of the Termination Assistance Period;
 - 1.4 providing details of work volumes and staffing requirements over the twelve (12) month period immediately prior to the commencement of the Termination Services;
 - 1.5 with respect to work in progress as at the end of the Termination Assistance Period, documenting the current status and stabilising for continuity during transition;
 - 1.6 providing assistance and expertise as necessary to examine all governance and reports in place for the provision of the *service* and re-writing and implementing these during the Termination Assistance Period;
 - 1.7 providing assistance and expertise as necessary to examine all relevant roles and responsibilities in place for the provision of the *service* and re-writing and implementing these such that they are appropriate for the continuation of the *service* after the Termination Assistance Period;
 - 1.8 providing assistance and expertise as necessary to support the *Client* and/or the Replacement Consultant develop the migration plan for business operations and Client Data to the Replacement Consultant, which may include migration approach, testing of plans, contingency options, and handling of historic or archived Client Data;
 - 1.9 making available to the *Client* and/or the Replacement Consultant expertise to analyse training requirements and provide all necessary training by such staff as are nominated by the *Client* (acting reasonably) at the time of termination or expiry;
 - 1.10 assisting in the execution of a parallel operation until the effective date of expiry or termination of this Contract;
 - 1.11 providing an information pack listing and describing the *service* for use by the *Client* in the procurement of the Replacement Services;
 - 1.12 answering all reasonable questions from the *Client* and/or the Replacement Consultant regarding the *service*;

- 1.13 agreeing with the *Client* and/or the Replacement Consultant a plan for the migration of the Client Data to the *Client* and/or the Replacement Consultant;
- 1.14 providing access to the *Client* and/or the Replacement Consultant during the Termination Assistance Period and for a period not exceeding six (6) months afterwards for the purpose of the smooth transfer of the *service* to the *Client* and/or the Replacement Consultant:
 - 1.14.1 to information and documentation relating to the *service* that is in the possession or control of the *Consultant* or its Subcontractors (and the *Consultant* agrees and shall procure that its Subcontractors do not destroy or dispose of that information within this period) including the right to take reasonable copies of that material; and
 - 1.14.2 following reasonable notice and during the *Consultant's* normal business hours, to members of the Consultant Personnel who have been involved in the provision or management of the *service* and who are still employed or engaged by the *Consultant* or its Subcontractors;
- 1.15 knowledge transfer services, including:
 - 1.15.1 transferring all training material and providing appropriate training to those *Client* and/or Replacement Consultant staff responsible for internal training in connection with the provision of the *service*; and
 - 1.15.2 providing for transfer to the *Client* and/or the Replacement Consultant of all knowledge reasonably required for the provision of the *service* which may, as appropriate, include information, records and documents.
- 2 To facilitate the transfer of knowledge from the *Consultant* to the *Client* and/or its Replacement Consultant, the *Consultant* shall provide a detailed explanation of the procedures and operations used to provide the *service*, the change management process and other standards and procedures to the operations personnel of the *Client* and/or the Replacement Consultant.
- 3 The information which the *Consultant* shall provide to the *Client* and/or the Replacement Consultant pursuant to paragraph 1.13 of this Annex shall include:
 - 3.1.1 copies of up-to-date procedures and operations manuals;
 - 3.1.2 agreements with third party suppliers of goods or services which are to be transferred to the *Client* and/or the Replacement Consultant;
 - 3.1.3 key support contact details for third party supplier personnel under contracts which are to be assigned or novated to the *Client* pursuant to this Schedule 14;
 - 3.1.4 information regarding any unresolved faults in progress at the commencement of the Termination Assistance Period as well as those expected to be in progress at the end of the Termination Assistance Period;
 - 3.1.5 details of physical and logical security processes and tools which will be available to the *Client*; and

3.1.6 any relevant interface information, including in relation to the *Consultant's* interface with the Client's CAFM System.

- 4 During the Termination Assistance Period the *Consultant* shall grant any agent or personnel (including employees, consultants and suppliers) of the Replacement Consultant and/or the *Client* access, during business hours and upon reasonable prior written notice, to any Estate Properties for the purpose of effecting a prompt knowledge transfer.

Annex 2

Form of Ethical Wall Agreement

[THE CLIENT]

and

[THE COUNTERPARTY]

ETHICAL WALL AGREEMENT

This Agreement is dated [] 20[]

Between

- (1) [INSERT NAME OF CLIENT] (the "**Authority**") [acting on behalf of the Crown] of [insert Authority's address]; and
- (2) [NAME OF COUNTERPARTY] a [company]/[limited liability partnership] registered in England and Wales under registered number [insert registered number] whose registered office is at [insert Counterparty's registered address] (the "**Counterparty**").

BACKGROUND

- (A) The Authority is obliged to ensure transparency, fairness, non-discrimination and equal treatment in relation to its procurement process pursuant to the Public Contracts Regulations 2015 (as amended) (the "**PCR**"). The purpose of this document ("**Agreement**") is to define the protocols to be followed to prevent, identify and remedy any conflict of interest (whether actual, potential or perceived) in the context of the Procurement.
- (B) The Authority is conducting a procurement exercise for the [supply/purchase] of [insert details of project/goods/services] (the "**Purpose**").
- (C) The Authority has an obligation to deal with conflicts of interest as set out in Regulation 24 (1) of the PCR. The concept of conflict of interest is wide. In the PCR it is described as covering at least *"any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure"* (Regulation 24(2)). *"Staff members"* refers to staff members of the Authority or of a procurement service provider acting on behalf of the Authority who are involved in the conduct of the procurement procedure or may influence the outcome of that procedure. *"Procurement service provider"* refers to a public or private body which offers ancillary purchasing activities on the market.
- (D) Pursuant to Regulation 41 of the PCR, the Authority is under an obligation to ensure that competition is not distorted by the participation of any bidder. Accordingly, the Authority has identified that a potential distortion of competition could arise as a consequence of a bidder wishing to submit a Tender for this procurement, where it has also performed services for the Authority under existing contractual arrangements or as a subcontractor under those same arrangements.
- (E) The Parties wish to enter into this Agreement to ensure that a set of management processes, barriers and disciplines are put in place to ensure that conflicts of interest do not arise, and that the Counterparty does not obtain an unfair competitive advantage over Other Bidders.

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

- 1.1 The following words and expressions shall have the following meanings in this agreement and its recitals:

“Affiliate” means in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;

“Agreement” means this ethical walls agreement duly executed by the Parties;

“Bid Team” means any Counterparty, Affiliate, connected to the preparation of an ITT Response;

“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;

“Conflicted Personnel” means any Counterparty, Affiliate, staff or agents of the Counterparty or an Affiliate who, because of the Counterparty’s relationship with the Authority under any Contract have or have had access to information which creates or may create a conflict of interest;

“Contract” means the [contract for []] dated [] between the Authority and the Counterparty and/or an Affiliate;

“Control” means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the management of the company and "Controls" and "Controlled" shall be interpreted accordingly;

“Effective Date” means the date of this Agreement as set out above;

“Invitation to Tender” or **“ITT”** means an invitation to submit tenders issued by the Authority as part of an ITT Process;

“ITT Process” means, with regard to the Purpose, the relevant procedure provided for in the PCR which the Authority has elected to use to select a contractor, together with all relevant information, correspondence and/or documents issued by the Authority as part of that procurement exercise, all information, correspondence and/or documents issued by the bidders in response together with any resulting contract;

“ITT Response” means the tender submitted or to be submitted by the Counterparty or an Affiliate [(or, where relevant, by an Other Bidder)] in response to an ITT;

“Other Affiliate” any person who is a subsidiary, subsidiary undertaking or holding company of any Other Bidder;

“Other Bidder” means any other bidder or potential bidder that is not the Counterparty or any Affiliate that has or is taking part in the ITT Process;

“Parties” means the Authority and the Counterparty;

“Professional Advisor” means a supplier, subcontractor, advisor or consultant engaged by the Counterparty under the auspices of compiling its ITT Response;

“Purpose” has the meaning given to it in recital (B) to this Agreement;

“Representative” refers to a person's officers, directors, employees, advisers and agents and, where the context admits, providers or potential providers of finance to the Counterparty or any Affiliate in connection with the ITT Process and the representatives of such providers or potential providers of finance; and

“Third Party” means any person who is not a Party and includes Other Affiliates and Other Bidders.

- 1.2 Reference to the disclosure of information includes any communication or making available information and includes both direct and indirect disclosure.
- 1.3 Reference to the disclosure of information, or provision of access, by or to the Authority or the Counterparty includes disclosure, or provision of access, by or to the representatives of the Authority or Representatives of the Counterparty (as the case may be).
- 1.4 Reference to persons includes legal and natural persons.
- 1.5 Reference to any enactment is to that enactment as amended, supplemented, re-enacted or replaced from time to time.
- 1.6 Reference to clauses and recitals is to clauses of and recitals to this Agreement.
- 1.7 Reference to any gender includes any other.
- 1.8 Reference to writing includes email.
- 1.9 The terms “associate”, “holding company”, “subsidiary”, “subsidiary undertaking” and “wholly owned subsidiary” have the meanings attributed to them in the Companies Act 2006, except that for the purposes of section 1159(1)(a) of that Act, the words ‘holds a majority of the voting rights’ shall be changed to ‘holds 30% or more of the voting rights’, and other expressions shall be construed accordingly.
- 1.10 The words “include” and “including” are to be construed without limitation.
- 1.11 The singular includes the plural and vice versa.
- 1.12 The headings contained in this Agreement shall not affect its construction or interpretation.

2. ETHICAL WALLS

- 2.1 In consideration of the sum of £1 payable by the Authority to the Counterparty, receipt of which is hereby acknowledged, the Counterparty:

- (a) shall take all appropriate steps to ensure that neither the Counterparty nor its Affiliates and/or Representatives are in a position where, in the reasonable opinion of the Authority, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Counterparty or its Affiliates or Representatives and the duties owed to the Authority under the Contract or pursuant to an open and transparent ITT Process;
- (b) acknowledges and agrees that a conflict of interest may arise in situations where the Counterparty or an Affiliate intends to take part in the ITT Process and, because of the Counterparty's relationship with the Authority under any Contract, the Counterparty, its Affiliates and/or Representatives have or have had access to information which could provide the Counterparty and/or its Affiliates with an advantage and render unfair an otherwise genuine and open competitive ITT Process; and
- (c) where there is or is likely to be a conflict of interest or the perception of a conflict of interest of any kind in relation to the ITT Process, shall comply with Clause 2.2.

2.2 The Counterparty shall:

- (a) Not assign any of the Conflicted Personnel to the Bid Team at any time;
- (b) Provide to the Authority a complete and up to date list of the Conflicted Personnel and the Bid Team and reissue such list upon any change to it;
- (c) Ensure that by no act or omission by itself, its staff, agents and/or Affiliates results in information of any kind or in any format and however so stored:
 - (i) about the Contract, its performance, operation and all matters connected or ancillary to it becoming available to the Bid Team; and/or
 - (ii) which would or could in the opinion of the Authority confer an unfair advantage on the Counterparty in relation to its participation in the ITT Process becoming available to the Bid Team;
- (d) Ensure that by no act or omission by itself, its staff, agents and/or Affiliates and in particular the Bid Team results in information of any kind or in any format and however so stored about the ITT Process, its operation and all matters connected or ancillary to it becoming available to the Conflicted Personnel;
- (e) Ensure that confidentiality agreements which flow down the Counterparty's obligations in this Agreement are entered into as necessary between the Authority and the Counterparty, its Affiliates, its staff, agents, any Conflicted Personnel, and between any other parties necessary in a form to be prescribed by the Authority;
- (f) physically separate the Conflicted Personnel and the Bid Team, either in separate buildings or in areas with restricted access;
- (g) provide regular training to its staff, agents and its Affiliates to ensure it is complying with this Agreement;

- (h) monitor Conflicted Personnel movements within restricted areas (both physical and electronic online areas) to ensure it is complying with this Agreement ensure adherence to the ethical wall arrangements;
 - (i) ensure that the Conflicted Personnel and the Bid Team are line managed and report independently of each other; and
 - (j) comply with any other action as the Authority, acting reasonably, may direct.
- 2.3 In addition to the obligations set out in Clause 2.1(a) and 2.1(c), the Counterparty shall:
 - (a) notify the Authority immediately of all perceived, potential and/or actual conflicts of interest that arise;
 - (b) submit in writing to the Authority full details of the nature of the conflict including (without limitation) full details of the risk assessments undertaken, the impact or potential impact of the conflict, the measures and arrangements that have been established and/or are due to be established to eliminate the conflict and the Counterparty's plans to prevent future conflicts of interests from arising; and
 - (c) seek the Authority's approval thereto,

which the Authority shall have the right to grant, grant conditionally or deny (if the Authority denies its approval the Counterparty shall repeat the process set out in this clause 2.3 until such time as the Authority grants approval or the Counterparty withdraws from the ITT Process).
- 2.4 Any breach of Clause 2.1, Clause 2.2 or Clause 2.3 shall entitle the Authority to exclude the Counterparty or any Affiliate or Representative from the ITT Process, and the Authority may, in addition to the right to exclude, take such other steps as it deems necessary where, in the reasonable opinion of the Authority there has been a breach of Clause 2.1, Clause 2.2 or Clause 2.3.
- 2.5 The Counterparty will provide, on demand, any and all information in relation to its adherence with its obligations set out under Clauses 2.1 and 2.2 as reasonably requested by the Authority.
- 2.6 The Authority reserves the right to require the Counterparty to demonstrate the measures put in place by the Counterparty under Clauses 2.1(c) and 2.2.
- 2.7 The Counterparty acknowledges that any provision of information or demonstration of measures, in accordance with Clauses 2.5 and 2.6, does not constitute acceptance by the Authority of the adequacy of such measures and does not discharge the Counterparty of its obligations or liability under this Agreement.
- 2.8 The actions of the Authority pursuant to Clause 2.4 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Authority.
- 2.9 In no event shall the Authority be liable for any bid costs incurred by:
 - (a) the Counterparty or any Affiliate or Representative; or

(b) any Other Bidder, Other Affiliate or Other Representative,

as a result of any breach by the Counterparty, Affiliate or Representative of this Agreement, including, without limitation, where the Counterparty or any Affiliate or Representative, or any Other Bidder, Other Affiliate or Other Representative are excluded from the ITT Process.

2.10 The Counterparty acknowledges and agrees that:

- (a) neither damages nor specific performance are adequate remedies in the event of its breach of the obligations in this Clause 2; and
- (b) in the event of such breach by the Counterparty of any of its obligations in this Clause 2 which cannot be effectively remedied the Authority shall have the right to terminate this Agreement and the Counterparty's participation in the ITT Process.

3. SOLE RESPONSIBILITY

3.1 It is the sole responsibility of the Counterparty to comply with the terms of this Agreement. No approval by the Authority of any procedures, agreements or arrangements provided by the Counterparty or any Affiliate or Representative to the Authority shall discharge the Counterparty's obligations.

4. WAIVER AND INVALIDITY

- 4.1 No failure or delay by any Party in exercising any right, power or privilege under this Agreement or by law shall constitute a waiver of that or any other right, power or privilege, nor shall it restrict the further exercise of that or any other right, power or privilege. No single or partial exercise of such right, power or privilege shall prevent or restrict the further exercise of that or any other right, power or privilege.
- 4.2 If any provision of this Agreement is prohibited or unenforceable in any jurisdiction in relation to any Party, such prohibition or unenforceability will not invalidate the remaining provisions of this Agreement or affect the validity or enforceability of the provisions of this Agreement in relation to any other Party or any other jurisdiction.

5. ASSIGNMENT AND NOVATION

5.1 Subject to Clause 5.2 the Parties shall not assign, novate or otherwise dispose of or create any trust in relation to any or all of its rights, obligations or liabilities under this Agreement without the prior written consent of the Authority.

5.2 The Authority may assign, novate or otherwise dispose of any or all of its rights, obligations and liabilities under this Agreement and/or any associated licences to:

- (a) any Central Government Body; or
- (b) to a body other than a Central Government Body (including any private sector body) which performs any of the functions that previously had been performed by the Authority; and
- (c) the Counterparty shall, at the Authority's request, enter into a novation agreement in such form as the Authority may reasonably specify in order to enable the Authority to exercise its rights pursuant to this Clause 5.2.

- 5.3 A change in the legal status of the Authority such that it ceases to be a Central Government Body shall not affect the validity of this Agreement and this Agreement shall be binding on any successor body to the Authority.

6. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- 6.1 A person who is not a Party to this Agreement has no right under the Contract (Rights of Third Parties) Act 1999 (as amended, updated or replaced from time to time) to enforce any term of this Agreement but this does not affect any right remedy of any person which exists or is available otherwise than pursuant to that Act.

7. TRANSPARENCY

- 7.1 The Parties acknowledge and agree that the Authority is under a legal duty pursuant to the PCR to run transparent and fair procurement processes. Accordingly, the Authority may disclose the contents of this Agreement to potential bidders in the ITT Process, for the purposes of transparency and in order to evidence that a fair procurement process has been followed.

8. NOTICES

- 8.1 Any notices sent under this Agreement must be in writing.
- 8.2 The following table sets out the method by which notices may be served under this Agreement and the respective deemed time and proof of service:

Manner of Delivery	Deemed time of service	Proof of service
Email	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.

Prepaid, Royal Mail Signed For™ 1st Class or other prepaid, next working day service providing proof of delivery.	At the time recorded by the delivery service, provided that delivery is between 9.00am 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).	Properly addressed prepaid and delivered as evidenced by signature of a delivery receipt.
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- 8.3 Notices shall be sent to the addresses set out below or at such other address as the relevant Party may give notice to the other Party for the purpose of service of notices under this Agreement:

	Counterparty	Authority
Contact		
Address		
Email		

- 8.4 This Clause 8 does not apply to the service of any proceedings or other documents in any legal action or other method of dispute resolution.

9. WAIVER AND CUMULATIVE REMEDIES

- 9.1 The rights and remedies under this Agreement may be waived only by notice 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 Agreement or by law shall not constitute a waiver of that 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 any right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 9.2 Unless otherwise provided in this Agreement, rights and remedies under this Agreement are cumulative and do not exclude any rights or remedies provided by law, in equity or otherwise.

10. TERM

- 10.1 Each Party's obligations under this Agreement shall continue in full force and effect for period of [] years from the Effective Date.

11. GOVERNING LAW AND JURISDICTION

- 11.1 This Agreement 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.

- 11.2 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 Agreement or its subject matter or formation.

Signed by the Authority

Name:

Signature:

Position in Authority:

Signed by the Counterparty

Name:

Signature

Position in Counterparty: